



# भारत का राजपत्र The Gazette of India

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No. 41]

NEW DELHI, SATURDAY, OCTOBER 14, 1995/ASVINA 22, 1917

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में  
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a  
separate compilation

## भाग II—खण्ड 3—उप-खण्ड (ii) PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सार्वजनिक आदेश और अधिसूचनाएं  
Mandatory Orders and Notifications issued by the Ministries of the Government  
of India (other than the Ministry of Defence)

विधि, न्याय और कम्पनी कार्य मंत्रालय  
(विधि कार्य विभाग)  
(न्यायिक अनुभाग)  
सूचना

MINISTRY OF LAW, JUSTICE AND COMPANY AFFAIRS  
(Department of Legal Affairs)  
(Judicial Section)

### NOTICE

नई दिल्ली, 21 सितम्बर, 1995

New Delhi, the 21st September, 1995

का. प्रा. 2732 :—नोटरीज नियम, 1956 के  
नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह  
सूचना दी जाती है कि श्री मानस राय, एडवोकेट ने  
उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन  
एक आवेदन इस बात के लिए दिया है कि उसे खड़ग-  
पुर, जिला मिदनापुर (पश्चिम बंगाल) में व्यवसाय करने  
के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार  
का आपेक्ष इस सूचना के प्रकाशन के चौदह दिन के  
भीतर लिखित रूप से मेरे पास भेजा जाए।

S.O. 2732.—Notice is hereby given by the Competent  
Authority in pursuance of Rule 6 of the Notaries Act, 1956  
that application has been made to the said Authority under  
Rule 4 of the said Rules, by Shri Masas Ray, Advocate for  
appointment as a Notary to practise in Kharagpore (West  
Bengal).

2. Any objection to the appointment of the said person  
as a Notary may be submitted in writing to the undersigned  
within fourteen days of the publication of this notice.

[सं. 5 (168)/95-न्यायिक]  
पी. सी. कण्णन, सक्षम प्राधिकारी

[No. F. 5(168)/95-Judl.]  
P. C. KANNAN, Competent Authority

## सूचना

नई दिल्ली, 21 सितम्बर, 1995

का. आ. 2733 :—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री सोहराब अख्तर राजपूत, एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे बावकुवा सक्षगांव (महाराष्ट्र) में व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आपेक्ष इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप से मेरे पास भेजा जाए।

[सं. 5 (169)/95-न्यायिक]

पी. सी. कण्णन्, सक्षम प्राधिकारी

## NOTICE

New Delhi, the 21st September, 1995

S.O. 2733.—Notice is hereby given by the Competent Authority in pursuance of Rule 6 of the Notaries Act, 1956 that application has been made to the said Authority, under Rule 4 of the said Rules, by Shri Sohrab Akhter Rajput, Advocate for appointment as a Notary to practise in Byculla Mazgaon (Maharashtra).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice.

[No. F. 5 (169)/95-Judl.]

P. C. KANNAN, Competent Authority

## सूचना

नई दिल्ली, 21 सितम्बर, 1995

का. आ. 2734.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री गोविन्द राम, एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे छत्ता, पयुरा (उत्तर प्रदेश) में व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आपेक्ष इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप से मेरे पास भेजा जाए।

[सं. 5(172)/95-न्यायिक]

पी. सी. कण्णन्, सक्षम प्राधिकारी

## NOTICE

New Delhi, the 21st September, 1995

S.O. 2734.—Notice is hereby given by the Competent Authority in pursuance of Rule 6 of the Notaries Act, 1956 that application has been made to the said Authority, under Rule 4 of the said Rules, by Sri Govind Ram, Advocate for appointment as a Notary to practise in Chhata in Mathura (U.P.).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice.

[No. F. 5(172)/95-Judl.]

P. C. KANNAN, Competent Authority

## सूचना

नई दिल्ली, 21 सितम्बर, 1995

का. आ. 2735.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री सुनील कुमार सी. ठाकुर, एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे पुणे (महाराष्ट्र) में व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आपेक्ष इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप से मेरे पास भेजा जाए।

[सं. 5(171)/95-न्यायिक]

पी. सी. कण्णन्, सक्षम प्राधिकारी

## NOTICE

New Delhi, the 21st September, 1995

S.O. 2735.—Notice is hereby given by the Competent Authority in pursuance of Rule 6 of the Notaries Act, 1956 that application has been made to the said Authority, under Rule 4 of the said Rules by Shri Sunil Kumar C. Thakur, Advocate for appointment as a Notary to practise in Pune (Maharashtra).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice.

[No. F. 5(171)/95-Judl.]

P. C. KANNAN, Competent Authority

## सूचना

नई दिल्ली, 21 सितम्बर, 1995

का. आ. 2736.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री एस. सुब्रह्मण्य भट्ट, एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे बंस्लोर (कर्नाटक) में व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आपेक्ष इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप से मेरे पास भेजा जाए।

[सं. 5(171)/95-न्यायिक]

पी. सी. कण्णन्, सक्षम प्राधिकारी

## NOTICE

New Delhi, the 21st September, 1995

S.O. 2736.—Notice is hereby given by the Competent Authority in pursuance of Rule 6 of the Notaries Act, 1956 that application has been made to the said Authority, under Rule 4 of the said Rules, by

Shri S. Subrahmanya Bhat, Advocate for appointment as a Notary to practise in Bangalore (Karnataka).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice.

[No. F. 5(171)95-Judl.]

P. C. KANNAN, Competent Authority

मुद्रा

नई दिल्ली, 21 सितम्बर, 1995

का. भा. 2737.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री प्रदीप कुमार सिंह एडवोकेट, ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे सिविल कोर्ट, सीतापुर (उत्तर प्रदेश) में व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आपेक्ष इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप से मेरे पास भेजा जाए।

[सं. 5(170)/95-न्यायिक]

पी. सी. कण्णन्, सक्षम प्राधिकारी

#### NOTICE

New Delhi, the 21st September, 1995

S.O. 2737.—Notice is hereby given by the Competent Authority in pursuance of Rule 6 of the Notaries Act, 1956 that application has been made to the said Authority, under Rule 4 of the said Rules, by Shri Pradeep Kumar Singh, Advocate for appointment as a Notary to practise in Civil Court, Sitapur, (U.P.).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice.

[No. F. 5(170)95-Judl.]

P. C. KANNAN, Competent Authority.

गृह मंत्रालय

(पुनर्वास प्रभाग)

नई दिल्ली, 11 अगस्त, 1995

का. भा. 2738.—विस्थापित व्यक्ति (प्रतिकर एवं पुनर्वास) अधिनियम 1954 (1954 का 44) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा गृह मंत्रालय, पुनर्वास प्रभाग के बन्दोबस्त अनुभाग/विंग में अनुभाग अधिकारी एवं बन्दोबस्त अधिकारी श्री चन्द्र प्रकाश करवाल को तत्काल प्रभाव से उक्त अधिनियम के द्वारा

तथा उक्त अधिनियम के तहत प्रबंध अधिकारी को सौंपे गए कार्यों का निष्पादन करने के लिए प्रबंध अधिकारी नियुक्त करती है।

[सं. 1(2)/93-बन्दोबस्त]

भार. एस. अहुजा, प्रवर सचिव

MINISTRY OF HOME AFFAIRS

(Rehabilitation Division)

New Delhi, the 11th August, 1995

S.O. 2738.—In exercise of the powers conferred by Sub-Section (1) of Section 3 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), the Central Government hereby appoints Shri C. P. Katyal, Section Officer-cum-Settlement Officer in the Settlement Section/Wing respectively of the Rehabilitation Division in the Ministry of Home Affairs, as Managing Officer for the purpose of performing the functions assigned to a Managing Officer by or under the said Act, with immediate effect.

[No. 1(2)93-Settlement]

R. S. AHUJA, Under Secy.

नई दिल्ली, 4 सितम्बर, 1995

का. भा. 2739.—1980 के अधिनियम 61 तथा 1984 के अधिनियम 35 द्वारा तथा संशोधित लोक परिसर (अवैध कब्जेदारों की बेदखली) अधिनियम, 1971 (1971 का 40) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार पुनर्वास प्रभाग, गृह मंत्रालय में कार्यरत अनुभाग अधिकारी, श्री डी. एस. सैनी को सरकार का राजपत्रित अधिकारी होने के नाते उक्त अधिनियम के प्रयोजन के लिए सम्पदा अधिकारी नियुक्त करती है। वे राष्ट्रीय राजधानी क्षेत्र, दिल्ली में काजपत राय मार्केट में स्थित लोक परिसरों के संबंध में उक्त अधिनियम के तहत सम्पदा अधिकारी की शक्तियों का प्रयोग करेंगे तथा उसके अधीन कर्तव्यों का निर्वहन करेंगे। वे गृह मंत्रालय (पुनर्वास प्रभाग) में तैनात डैस्क अधिकारी, श्री डी. पी. भारद्वाज के बावजूद कार्य करेंगे जिन्हें भारत के राजपत्र के भाग II, खंड 3, उप-खण्ड (ii) में प्रकाशित भारत सरकार, गृह मंत्रालय, पुनर्वास प्रभाग की अधिसूचना सं. 1(3)/विशेष कक्ष/94—बन्दोबस्त वि. 1/21 सितम्बर, 1994 के तहत सम्पदा अधिकारी के रूप में नियुक्त किया गया था।

[सं. 1(3)/94-बन्दोबस्त]

प्रदीप कुमार शर्मा, निदेशक

New Delhi, the 4th September, 1995

S.O. 2739.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971) as amended by Act 61 of 1980 and Act 35 of 1984 the Central Government hereby appoints Shri D. S. Saini, Section Officer, Rehabilitation Div, M.H.A. being a Gazetted Officer of the Government, to be an Estate Officer for the purpose of the said Act. He shall exercise the powers and perform the duties of an Estate Officer under the said Act in respect of public premises, situated in the Lajpat Rai Market in the National Capital Territory of Delhi. He will function in addition to Shri D.P. Bhardwaj, Desk

Officer in Ministry of Home Affairs (Rehabilitation Division) who was appointed as Estate Officer in terms of Government of India, Ministry of Home Affairs, Rehabilitation Division's Notification No. 1(3)/Spl.Cell/94/Settlement, dated 1st/21st Sept. 1994 published in the Gazette of India, Part-II, Section 3, Sub-Section (ii).

[No. 1(3)/94/Settlement]  
P. K. SHARMA, Director

वित्त मंत्रालय  
(आर्थिक कार्य विभाग)  
(बैंकिंग प्रभाग)

नई दिल्ली, 21 सितम्बर, 1995

का. आ. 2740:—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजन के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में, निम्नलिखित कार्यालयों को, जिनके 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यवाहक ज्ञान प्राप्त कर लिया है एतद्वारा अधिसूचित करती है:—

1. स्टेट बैंक आफ हैदराबाद, प्रधान कार्यालय, गन-फाउण्ड्री, हैदराबाद—500177.
2. राष्ट्रीय कृषि और ग्रामीण विकास बैंक, क्षेत्रीय कार्यालय, 1-1-61, कुरुगुरी चैम्बर्स, आरटीसी क्रॉस रोड्स, मुशीराबाद, हैदराबाद—500020.

[सं. 11016/4/95—हिन्दी]

डी. आर. एस. चौधरी, निदेशक

MINISTRY OF FINANCE  
(Department of Economic Affairs)  
(Banking Division)

New Delhi, the 21st September, 1995

S.O. 2740.—In pursuance of sub-rule (4) of Rule 10 of the Official Languages (use for Official Purposes of the Union) Rules 1976, the Central Government, hereby, notifies the following offices more than 80 per cent of the staff whereof have acquired the working knowledge of Hindi:—

1. State Bank of Hyderabad, Head Office, Gunfoundry, Hyderabad-500177.
2. National Bank for Agriculture and Rural Development, Regional Office, 1-1-61, Keduguri Chambers, RTC 'X' Roads Musheerabad, Hyderabad-500020.

[F. No. 11016/4/95-Hindi]

D. R. S. CHAUDHARY, Director  
(राजस्व विभाग)  
(आयकर)

नई दिल्ली, 26 सितम्बर, 1995

का. आ. 2741.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा "फेडरेशन आफ मोटर स्पोर्ट्स क्लब आफ इण्डिया, मद्रास" को 1995-96 से 1997-98 तक के कर-निर्धारण वर्षों के लिए निम्नलिखित शर्तों के अध्वधीन रहते हुए उक्त उप खंड के प्रयोजनार्थ अधिसूचित करती है, अर्थात्:—

- (i) कर-निर्धारिती उसकी आय का हस्तेमाल अथवा उसकी आय का हस्तेमाल करने के लिए उसका

संचयन इस प्रकार के संचयन हेतु उक्त खंड (23) द्वारा यथा-संशोधित धारा 11 की उप-धारा (2) तथा (3) के उपबंधों के अनुरूप पूर्णतया तथा अन्यतया उन उद्देश्यों के लिए करेगा, जिनके लिए इसकी स्थापना की गई है ;

- (ii) कर-निर्धारिती उपर-उल्लिखित कर-निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक चक्रिक ढंग अथवा तारीकों से भिन्न तरीकों से उसकी निधि (जेवर-जवाहिरात, फर्नीचर अथवा किसी अन्य वस्तु, जिसे उपर्युक्त खंड (23) के तीसरे परन्तुक के अधीन बोर्ड द्वारा अधिसूचित किया जाए, के रूप में प्राप्त तथा रख-रखाव में स्वेच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा;

- (iii) कर-निर्धारिती अपने सवस्यों को किसी भी तरीके से अपनी आय के किसी भाग का संवितरण अपने से संबद्ध किसी एसोसिएशन अथवा संस्था को अनुदान के अलावा नहीं करेगा; और

- (iv) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ हों जब तक कि ऐसा कारोबार उक्त कर-निर्धारिती के उद्देश्यों को प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा-पुस्तिकाएं नहीं रखी जाती हों।

[अधिसूचना सं. 9875 (का. सं. 196/23/94-आयकर नि. I)]

एच. के. चौधरी, अवर सचिव

(Department of Revenue)

(INCOME-TAX)

New Delhi, the 26th September, 1995

S.O. 2741.—In exercise of the powers conferred by clause (23) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies the "Federation of Motor Sports Club of India, Madras" for the purpose of the said clause for assessment years 1995-96 to 1997-98 subject to the following conditions, namely:—

- (i) the assessee will apply its income, or accumulate it for application, in consonance with the provisions of sub-section (2) and (3) of Section 11 as modified by the said clause (23) for such accumulation wholly and exclusively to the objects for which it is established;

- (ii) the assessee will not invest or deposit its funds other than voluntary contribution received and maintained in the form of jewellery, furniture or any other article as may be notified by the Board under the third provision to the aforesaid clause (23) for any period during the previous year(s) relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of Section 11;
- (iii) the assessee will not distribute any part of its income in any manner to its members except as grants to any association or institution affiliated to it; and
- (iv) this notification will not apply in relation to any income, being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business.

[Notification No. 9875/F. No. 196/23/94-ITA-I]

H. K. CHOUDHARY, Under Secy.

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 27 सितम्बर, 1995

का. प्रा. 2742 :—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड 3 के उपखण्ड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतद्वारा निम्नलिखित व्यक्तियों को 27 सितम्बर, 1995 को आरंभ होने वाली तीन वर्षों की अवधि, के लिए युनाइटेड बैंक आफ इंडिया के बोर्ड में निदेशकों के रूप में नामित करती है:—

1. श्री हरी प्रसाद कनोरिया, बैंककारी कंपनी (उपक्रमों का श्री गणेश सेन्टर, का अर्जन एवं अंतरण) 216ए, जे. सी. बोस रोड, अधिनियम, 1970 की कलकत्ता-700017 धारा (3क) के साथ पठित उपधारा (3) के खण्ड (ज) के अनुसरण में।
2. श्री गिरिश रामानुग्रह शास्त्री, —तदैव— शिव कुंज, 9, दयानन्द मार्ग, इलाहाबाद-211001

[एफ. सं. 9/48/92— बी. ओ. I.]

के. के. मंगल, अवर सचिव

(Department Economic Affairs)

(Banking Division)

New Delhi, the 27th September, 1995

S.O. 2742:—In exercise of the powers conferred by sub-section (3) of Section 9 of the Banking

Companies (Acquisition and Transfer of Undertakings) Act, 1970 read with sub-clause (1) of Clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby nominates the following persons as Directors of United Bank of India for a period of three years commencing on 27th September, 1995 :—

- (1) Shri Hari Prasad Kanoria, In pursuance of Clause (h) of sub-section (3) of sub-section read with Sub-section (3A) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970.

- (2) Shri Girish Ramanugrah Shastri -do- Shiv Kunj, 9, Dayanand Marg, Allahabad-211 001.

[F. No. 9/48/92—B.O. I.]

K.K. MANGAL, Under Secy.

(राजस्व विभाग)

आदेश

नई दिल्ली, 27 सितम्बर, 1995

का. प्रा. 2743 :—भारत सरकार के संयुक्त सचिव ने जिसे विदेशी मुद्रा संरक्षण और तस्करी निवारण अधिनियम, 1974 (1974 का 52) की धारा 3 की उपधारा के अधीन आदेश फा. सं. 673/3/95—सी. गु. 8 दिनांक 5-1-1995 को यह निदेश जारी किया था कि श्री ललित कुमार शुनसुनवाला सुपुत्र एम. एल. शुनसुनवाला 158/2, जे-ब्लॉक, न्यू अजीपुर, कलकत्ता, (2) मैसर्स आर. एन. जे. एक्सपोर्ट्स (प्रा.) लिमिटेड, 8, हो-ची मिन्ह सारनी, कलकत्ता-71 को निरुद्ध कर लिया जाए और केन्द्रीय कारागार, प्रेसीडेन्सी जेल, अलीपुर, कलकत्ता में अभिरक्षा में रखा जाए ताकि उसे भविष्य में माल की तस्करी करने से रोका जा सके।

2. केन्द्रीय सरकार के पास यह विश्वास करने का कारण है कि पूर्वोक्त व्यक्ति फरार हो गया है या अपने को छिपा रहा है जिससे उक्त आदेश का निष्पादन नहीं हो सके;

3. अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उपधारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि पूर्वोक्त व्यक्ति इस आदेश के शासकीय राजपत्र में प्रकाशन के 7 दिन के भीतर पुलिस आयुक्त/डायरेक्टर जनरल पुलिस, कलकत्ता के समक्ष हाजिर हों।

[फा. सं. 673/3/95—सी. गु.-8]

जमना दास, अवर सचिव

(Department of Revenue)

## ORDER

New Delhi, the 27th September, 1995

S.O. 2743.—Whereas the Joint Secretary to the Government of India, specially empowered under sub-section (1) of section 3 of the Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974 (52 of 1974) issued order F. No. 673/3/95-Cus. VIII dated 5-1-1995 under the said sub-section directing that Shri Lalit Kumar Jhunjhunwala, S/o Sh. M. L. Jhunjhunwala 158/2, J-Block, New Alipore, Calcutta (ii) M/s. R.N.J. Exports (P) Ltd., 8, Ho Chi Minh Sarani, Calcutta-71 be detained and kept in custody in the Presidency Jail, Alipore, Calcutta with a view to preventing him from smuggling goods in future.

2. Whereas the Central Government has reasons to believe that the aforesaid person has absconded or is concealing himself so that the order cannot be executed;

3. Now, therefore, in exercise of the power conferred by clause (b) of sub-section (1) of Section 7 of the said Act, the Central Government hereby directs the aforesaid person to appear before the Commissioner/Director General of Police, Calcutta within 7 days of the publication of this order in the official Gazette.

[F. No. 673/3/95-Cus. VIII]  
JAMNA DASS, Under Secy.

आदेश

नई दिल्ली, 27 सितम्बर, 1995

का. आ. 2744:—भारत सरकार के संयुक्त सचिव ने जिसे विदेशी मुद्रा संरक्षण और तस्करी निवारण अधिनियम, 1974 (1974 का 52) की धारा 3 की उपधारा के अधीन आदेश का. सं. 673/4/95-सी. शु. 8 दिनांक 5-1-1995 को यह निदेश जारी किया था कि श्री सन्त कुमार झुनझुनवाला सुपुत्र श्री आर. एन. झुनझुनवाला (1) 6, ली रोड, कलकत्ता-20 (2) मैसर्स आर. एन. जे. एक्सपोर्ट्स (प्रा.) लिमिटेड 8 हो-ची, मिन्ह सारनी, कलकत्ता-71 को निरुद्ध कर लिया जाए और केन्द्रीय कारागार, प्रेसीडेन्सी जेल, अलीपुर, कलकत्ता में अभिरक्षा में रखा जाए ताकि उसे भविष्य में माल की तस्करी करने से रोका जा सके।

2. केन्द्रीय सरकार के पास यह विश्वास करने का कारण है कि पूर्वोक्त व्यक्ति फरार हो गया है या अपने को छिपा रहा है जिससे उक्त आदेश का निष्पादन नहीं हो सके;

3. अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उपधारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि पूर्वोक्त व्यक्ति इस आदेश के शासकीय राजपत्र में प्रकाशन के 7 दिन के भीतर पुलिस आयुक्त/डायरेक्टर जनरल पुलिस कलकत्ता के समक्ष हाजिर हों।

[फा. सं. 673/4/95-सी. शु.-8]  
जमना दास, अव्वर सचिव

## ORDER

New Delhi, the 27th September, 1995

S.O. 2744.—Whereas the Joint Secretary to the Government of India, specially empowered under sub-section (1) of section 3 of the Conservation of Foreign Exchange and Preven-

tion of Smuggling Activities Act, 1974 (52 of 1974) issued order F. No. 673/4/95-Cus.VIII dated 5-1-1995 under the said sub-section directing that Shri Sant Kumar Jhunjhunwala S/o Sh. R. N. Jhunjhunwala 6, 1e Road, Calcutta-20, (ii) M/s. R.N.J. Exports (P) Ltd., 8 Ho Chi Minh Sarani, Calcutta-71 be detained and kept in custody in the Presidency Jail, Alipore, Calcutta with a view to preventing him from smuggling goods in future.

2. Whereas the Central Government has reasons to believe that the aforesaid person has absconded or is concealing himself so that the order cannot be executed;

3. Now, therefore, in exercise of the power conferred by clause (b) of sub-section (1) of Section 7 of the said Act, the Central Government hereby directs the aforesaid person to appear before the Commissioner/Director General of Police, Calcutta within 7 days of the publication of this order in the official Gazette.

[F. No. 673/4/95-Cus. VIII]

JAMNA DASS, Under Secy.

(आर्थिक कार्य विभाग)

बीमा खंड

नई दिल्ली, 28 सितम्बर, 1995

का. आ. 2745:—केन्द्रीय सरकार, भारतीय जीवन बीमा निगम वर्ग 3 और वर्ग 4 कर्मचारी (सेवा में निवृत्तों और शर्तों का पुनरीक्षण) नियम, 1985 के नियम 13 के उपनियम (2) द्वारा शक्तियों का प्रयोग करते हुए, यह निर्धारित करता है कि वर्ग 3 और वर्ग 4 के कर्मचारियों में से प्रत्येक को 1 अप्रैल, 1994 को आरंभ होने वाली और 31 मार्च, 1995 को समाप्त होने वाली अवधि के लिए बोनस के बदले में संदाय, उक्त उपनियम में अन्य उपबंधों के अधीन रहते हुए, उसके संवत्सम के 15 प्रतिशत की दर पर किया जाएगा।

[पत्र सं. 2 (7)/बीमा-3/94]

पी. के. तिवारी, उप सचिव

(Department of Economic Affairs)

INSURANCE DIVISION

New Delhi, the 28th September, 1995

S.O. 2745.—In exercise of the powers conferred by sub-rule (2) of rule 13 of the Life Insurance Corporation of India Class III and Class IV Employees (Revision of Terms and Conditions of Service) Rules, 1985, the Central Government hereby determine that, subject to the other provisions of the said sub-rule, the payment in lieu of bonus for the period commencing on the 1st day of April 1994 and ending with 31st March, 1995 to every Class III and Class IV employee shall be at the rate of 15 per cent of his salary.

[F. No. 2(7)/Ins. III/94]

P. K. TIWARI, Dy. Secy.

आणिज्य मंत्रालय

नई दिल्ली, 21 सितम्बर, 1995

का.आ. 2746:—केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एतद्वारा मैसर्स ट्यूब प्रोडक्ट्स प्राईवेट लिमिटेड, अयुडी, मद्रास-600054 को जिनका रजिस्ट्रीकृत कार्यालय टाभ

हाउस, 28, राजाजी सालाई, मद्रास-600001 में स्थित है  
को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से  
3 वर्ष की अवधि के लिए अभिकरण के रूप में स्टील  
ट्यूबों :

ई.आर. डब्ल्यू. ट्यूब्स :	डायमीटर	15.88 एमएम से 114.30 एमएम
—	थिकनेस :	0.81 एमएम से 6.00 एमएम
कोल्ड ड्रॉन वेल्डेड ट्यूब्स :	डायमीटर	6.00 एमएम से 95.00 एमएम
—	थिकनेस :	0.56 एमएम से 5.00 एमएम

के निरीक्षण हेतु मैसर्स ट्यूब प्रोडक्ट्स ऑफ इंडिया, अबुडी  
मद्रास-600054 में विनिर्मित को निर्यात से पूर्व निरीक्षण  
के लिए निम्नलिखित शर्तों के अधीन मान्यता देती है,  
अर्थात् :—

1. मैसर्स ट्यूब प्रोडक्ट्स आफ इंडिया में, विनिर्मित  
स्टील ट्यूबों के निरीक्षण

ई.आर. डब्ल्यू. ट्यूब्स :	डायमीटर	15.88 एमएम से 114.30 एमएम
—	थिकनेस	0.81 एमएम से 6.00 एमएम
कोल्ड ड्रॉन वेल्डेड ट्यूब्स :	डायमीटर	6.00 एमएम से 95.00 एमएम
—	थिकनेस :	0.56 एमएम से 5.00 एमएम

का निर्यात से पूर्व मैसर्स ट्यूब प्रोडक्ट्स आफ इंडिया, अबुडी  
मद्रास-600054 निरीक्षण करेगी और यह ऐसे अधिकारी  
के तकनीकी नियंत्रण में किया जाएगा जिसका पद निर्यात  
निरीक्षण अधिकारी—मद्रास के अपर निदेशक से कम न हो  
और इस प्रयोजन के लिए मैसर्स ट्यूब प्रोडक्ट्स आफ इंडिया  
से निर्यात की गयी स्टील ट्यूबों (ई.आर. डब्ल्यू.  
डायमीटर : 15.88 एमएम से 114.30 एमएम  
थिकनेस : 0.81 एमएम से 6.00 एमएम  
कोल्ड ड्रॉन वेल्डेड ट्यूब्स : डायमीटर 6.00 एमएम से  
95.00 एमएम

थिकनेस : 0.56 एमएम से 5.00 एमएम  
के पोत पर्यन्त निःशुल्क मूल्य (एफ.ओ.बी.) के 0.1  
प्रतिशत की दर से राशि निर्यात निरीक्षण अभिकरण, मद्रास  
को देगी जो एक वर्ष में कम से कम दो हजार पांच सौ  
रुपए और अधिक के अधिक एक लाख रुपए होंगे।

मैसर्स ट्यूब प्रोडक्ट्स आफ इंडिया, इस अधिसूचना के  
अधीन अपने कृत्यों के पालन में ऐसे निर्देशों द्वारा आबद्ध  
होगी जो निदेशक (निरीक्षण एवं क्वालिटी नियंत्रण) समय-  
समय पर लिखित रूप में देंगे।

स्पष्टीकरण : इस अधिसूचना के प्रयोजन के लिए  
“स्टील ट्यूब्स” से अभिप्राय समान किनारे तथा पेंचदार  
(छेड़ किनारा) तथा (रे) साकेट सहित या रहित या  
तो काली या गालनीकृत बेल्ट की हुई या सीवन रहित,  
ठोस, तरल, पदार्थ को संप्रेषित करने के लिए उपयुक्त  
मशीनों तथा संरचनात्मक प्रयोजनों जैसे स्टीन फर्नीचर, माईकिलों  
तथा विद्युत कंड्यूट के लिए उपयुक्त ट्यूबों से है। लेकिन  
उनमें साकेट सम्मिलित नहीं होंगे जब वे अलग से निर्यात  
के लिए बनाई गयी हों।

[फाइल सं. 5/4/95—ई आई एंड ई पी]  
मुमा सुब्बण्णा, निदेशक

## MINISTRY OF COMMERCE

New Delh, the 21st September, 1995

S.O. 2746.—In exercise of the powers conferred by  
sub-section (1) of Section 7 of the Export (Quality  
Control and Inspection) Act, 1963 (22 of 1963),  
the Central Government hereby recognises M/s. Tube  
Products of India, Avadi, Madras-600054 having  
their registered office at Tam House, 28, Rajaji Salai,  
Madras-60001 as the Agency for a period of three  
years from the date of publication of this notifica-  
tion in the Official Gazette for inspection of steel  
tubes :

### E.R.W. Tubes :

Diameter : 15.88mm to 114.3mm.  
Thickness : 0.81mm to 6.00mm.

### Cold Drawn Welded Tubes :

Diameter : 6.00mm to 95.00mm.  
Thickness : 0.56mm to 5.00mm.

manufactured at M/s. Tube Products of India, Avadi,  
Madras-600054 prior to export subject to the follow-  
ing conditions, namely :—

1. M/s. Tube Products of India, shall carry  
out the inspection of steel tubes :

### E.R.W. Tubes :

Diameter : 15.88mm to 114.30mm.  
Thickness : 0.81mm to 6.00mm.

### Cold Drawn Welded Tubes :

Diameter : 6.00mm to 95.0mm.  
Thickness : 0.56mm to 5.00mm.

manufactured at M/s. Tube Products of India, Avadi,  
Madras-600054 prior to export under the technical  
control of an officer not below the rank of Additional  
Director of the Export Inspection Agency—Madras  
and for this purpose of M/s. Tube Products of India  
shall pay to the Export Inspection Agency—Madras  
an amount at the rate of 0.1 per cent of the F.O.B.  
(free on board) value of steel tubes :

### E.R.W. Tubes :

Diameter : 15.88mm to 114.30mm  
Thickness : 0.81mm to 6.00mm.

**Cold Drawn Welded Tubes :**

Diameter : 6.00mm to 95.00mm.

Thickness : 0.56mm to 5.00 mm.

exported from their unit at M/s. Tube Products of India, Avadi, Madras-600054 subject to a minimum of rupees two thousand five hundred and maximum of rupees one lakh in a year.

2. M/s. Tube Products of India, in performance of its functions under this notification shall be bound by such directions as the Director (Inspection and Quality Control) may give to it in writing from time to time.

Explanation : For purpose of this Notification 'Steel Tubes means steel tubes with plain ends and/or screwed (threaded) end(s) with or without socket, either black or galvanised, welded or seamless, suitable for conveying fluids, solids and for mechanical and structural purposes such as manufacture of steel furniture, bicycles and electrical conduits but shall not include sockets when they are meant for export individually.

[F. No. 5/4/95-(EI&amp;EP)]

SUMA SUBBANNA, Director

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 27 सितम्बर, 1995

का. आ. 2747:—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि मध्य प्रदेश राज्य में विजयपुर से दादरी तक प्राकृतिक गैस के परिवहन के लिए गैस अथॉरिटी आफ इंडिया लिमिटेड, द्वारा पाइप लाइन बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि उक्त पाइप लाइन बिछाने के प्रयोजन के लिए एतदुपायध्व अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

अर्थात् कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि तीव्र पाइप लाइन बिछाने के लिए आपत्ति, सक्षम प्राधिकारी गैस अथॉरिटी आफ इंडिया लिमिटेड, भारतीय विद्यालय के सामने, सरकूलर रोड, शिवपुरी (म. प्र.) को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा ;

और ऐसी आपत्ति करने वाला हर व्यक्ति विनिर्दिष्टतः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की मार्फत।

**अनुसूची**

विजयपुर—दादरी गैस पाइप लाइन परियोजना

ग्राम : बेरजा तहसील : पोहरी, जिला : शिवपुरी

क्रमांक खसरा नं. सर्वे का वह क्षेत्र जिसमें आर, ओ. यू. अध्यापित किया जाना है ( हेक्टेयर में )

01. 1427 0.0900

कुल :— 0.0900

[सं. एल.—14016/11/94—जी. पी.]

अर्धेन्दु सेन, निदेशक

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 27th September, 1995

S.O. 2747.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Natural Gas from Vijapur to Dadri in Madhya Pradesh State pipeline should be laid by the Gas Authority of India Ltd.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto.

Now, therefore, in exercise of the powers conferred by sub-section (i) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962) the Central Government hereby declares its intention to acquire the right of user therein.

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Gas Authority of India Limited, opposite Bharatiya Vidyalaya, Circular Road, Shivpuri (M.P.).

And every person making such an objection shall also state specifically whether he wished to be heard in person or by legal practitioner.

**SCHEDULE**

**VIJAIPUR—DADRI GAS PIPELINE PROJECT**  
Village : Berja, Tehsil : Pohari, District : Shivpuri

Sr. No.	Survey No.	Area to be acquired for ROU in Hectare
01.	1427	0.0900
Total		0.0900

[No. L-14016/11/94-G.P.]

ARDHENDU SEN, Director



नई दिल्ली, 27 सितम्बर, 1995

का. आ. 2748:—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि मध्य प्रदेश राज्य में विजयपुर से दादरी तक प्राकृतिक गैस के परिवहन के लिए गैस अथॉरिटी ऑफ इंडिया लिमिटेड, द्वारा पाइपलाइन बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि उक्त पाइपलाइन बिछाने के प्रयोजन के लिए एतादपाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइपलाइन बिछाने के लिए आपत्ति सक्षम प्राधिकारी गैस अथॉरिटी ऑफ इंडिया लिमिटेड, भारतीय विद्यालय के सामने, सर्कुलर रोड, शिवपुरी (म. प्र.) को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसी आपत्ति करने वाला हर व्यक्ति विनिर्दिष्ट: यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की मार्फत।

## अनुसूची

विजयपुर—दादरी गैस पाइपलाइन परियोजना

ग्राम : बिलुपुरा, तहसील : शिवपुरी, जिला : शिवपुरी

क्रमांक	खसरा न.	सर्वे का वह क्षेत्रफल जिसमें आर. ओ. यू. अध्यापित किया जाना है। ( हेक्टेयर में )
1.	53	0.0960
	योग	0.0960

[सं. एल-14016/11/94-जी. पी.]

अर्धेन्दु सेन, निदेशक

New Delhi, the 27th September, 1995

S.O. 2748.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of Natural gas from Vijapur to Dadri in Madhya Pradesh State pipeline should be laid by the Gas Authority of India Limited.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto.

2415 GI/95—2.

Now, therefore, in exercise of the powers conferred by sub-section (i) of the Section 3 of the Petroleum and Minerals pipelines (Acquisition of Right of User in the land) Act, 1962 (50 of 1962) the Central Government hereby declares its intention to acquire the right of user therein.

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Gas Authority of India Limited, opposite Bharatiya Vidyalaya, Circular Road, Shivpuri (M.P.).

And every person making such an objection shall also state specifically whether he wished to be heard in person or by legal practitioner.

## SCHEDULE

## VIJAIFUR : DADRI GAS PIPELINE PROJECT

Village : Bilupura, Tehsil : Shivpuri, District : Shivpur

Sr. No.	Survey No.	Area to be acquired for R.O.U. in Hectare
01.	53	0.0960
	Total	0.0960

[No. L-14016/11/94-G.P.]

ARDHENDU SEN, Director

नई दिल्ली, 27 सितम्बर, 1995

का.आ. 2749:—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि मध्य प्रदेश राज्य में विजयपुर से दादरी तक प्राकृतिक गैस के परिवहन के लिए गैस अथॉरिटी ऑफ इंडिया लिमिटेड, द्वारा पाइपलाइन बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि उक्त पाइपलाइन बिछाने के प्रयोजन के लिए एतादपाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आपत्ति सक्षम प्राधिकारी गैस अथॉरिटी ऑफ इंडिया लिमिटेड, भारतीय विद्यालय के सामने सर्कुलर रोड, शिवपुरी (म. प्र.) को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसी आपत्ति करने वाला हर व्यक्ति विनिर्दिष्ट: यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की मार्फत।

## अनुसूची

विजयपुर—दादरी गैस पाइपलाइन परियोजना  
ग्राम : कुलवारा, तहसील : कोकारस, जिला : शिवपुरी

क्रमांक खसरा नं. सर्वे का वह क्षेत्रफल जिसमें  
आर.ओ.यू. अध्यापित किया  
जाता है। (हेक्टर में)

01.	191	0.0250
योग :		0.0250

[सं. एल.-14016/11/94-जी.पी.]

अर्धेन्दु सेन, निदेशक

New Delhi, the 27th September, 1995

S.O. 2749.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of Natural gas from Vijalpūr to Dadri in Madhya Pradesh State pipeline should be laid by the Gas Authority of India Limited.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto.

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962) the Central Government hereby declares its intention to acquire the right of user therein.

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Gas Authority of India Limited, Opp. Bharatiya Vidyalaya, Circular Road, Shivpuri (M.P.).

And every person making such an objection shall also state specifically whether he wished to be heard in person or by legal practitioner.

## SCHEDULE

## VIJAI PUR-DADRI GAS PIPELINE PROJECT

Village : Kulwara, Tehsil : Kolaras, Distt. : Shivpuri

Sr.No.	Survey No.	Area to be acquired for ROU in Hectare
01.	191	0.0250
Total		0.0250

[No. L-14016/11/94-G.P.]  
ARDHENDU SEN, Director

नई दिल्ली, 27 सितम्बर, 1995

का.आ. 2750.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में

टैप ऑफ गन्धार—धुवारन गैस पाइप लाइन से भारत ग्लास लि. तक पेट्रोलियम के परिवहन के लिए पाइपलाइन गैस अथॉरिटी ऑफ इंडिया लिमिटेड द्वारा बिछाई जानी चाहिए। और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतद्द्वारा अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है।

वर्णित कि उक्त भूमि में हितवद्ध कोई व्यक्ति, उस भूमि के नीचे पाइपलाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, गैस अथॉरिटी ऑफ इंडिया लिमिटेड, दर्पण बिल्डिंग, आर. सी. दत्त रोड, बड़ौदा को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा, और ऐसा आक्षेप करने वाला हर व्यक्ति विनिविष्टतः यह भी कथन करेगा कि क्या वह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

## अनुसूची

टी पोंट ऑफ गन्धार धुवारन पाइपलाइन से भारत ग्लास लि.

ग्राम	सर्वे नं./ ब्लॉक नं.	क्षेत्रफल
		हेक्टर और सेंटीएयर
अनखी	526	00 02 37

[सं. एल.-14016/19/94-जी.पी.]

अर्धेन्दु सेन, निदेशक

New Delhi, the 27th September, 1995

S.O. 2750.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of gas from Tap off on Ghandhar-Dhuvaran existing Gas pipeline to Bharat Glass Ltd. in Gujarat State, pipeline should be laid by Gas Authority of India Ltd.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto.

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962) the Central Government hereby declares its intention to acquire the right of user therein.

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Gas Authority of India Ltd., Darpan Building R. C. Dutt, Vadodara-390 005.

And every person making such an objection shall also state specifically whether he wished to be heard in person or by legal practitioner.

## SCHEDULE

T'PT OF GANDHAR DHUWARAN

PIPELINE TO BHARAT GLASS LTD.

State : Gujarat Taluka : Jambusar Dist. : Bharuch

Village	Sr. No. Block No.	Area		
		Hectare	Are	Centiare
Ankhi	526	00	02	37

[No. L-14016/19/94-G.P.]

ARDHENDU SEN, Director

नई दिल्ली, 4 अक्टूबर, 1995

का.प्रा. 2751 : —पेट्रोलियम और खनिज पाइप-लाइन (भूमि के उपयोग का अर्जन) अधिनियम-1962 (1962 का 50) के खंड 2 की धारा (क) के अनुसार में केन्द्रीय सरकार एतद्वारा नीचे अनुसूची के कॉलम-1 में दी गई इंदराज में उल्लिखित क्षेत्र में उल्लिखित प्राधिकारी को उक्त अनुसूची के कॉलम-3 के अनुसार उक्त अधिनियम के अंतर्गत सक्षम प्राधिकारी के रूप में कार्य करने हेतु प्राधिकृत करती है।

## अनुसूची

व्यक्ति का नाम	पता	अधिकार का क्षेत्र
एन एम परमार	गैम अथॉरिटी ऑफ इंडिया लिमिटेड, दर्पण बिल्डिंग, आर सी बत्त रोड, बड़ौदा (गुजरात)	गुजरात राज्य

[एल-14016/19/93-जीपी]

अर्धेन्दु सेन, निदेशक

New Delhi, the 4th October, 1995

S.O. 2751.—In pursuance of clause (a) of Section 2 of the Petroleum & Minerals Pipelines (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962) the Central Government hereby authorises the authority mentioned in Column 1 of the schedule below to perform the function of Competent Authority under the said Act within the area mentioned in the corresponding entry in the column 3 of the said Schedule.

## SCHEDULE

NAME OF THE PERSON ADDRESS TERRITORIAL JURISDICTION

(1)	(2)	(3)
N.M. Parmar	Gas authority of India Darpan Building, R.C. Dutt Road BARODA (GUJARAT)	Gujarat State

[L-14016/18/93—G.P]  
ARDHENDU SEN, Director

रसायन और उर्वरक मंत्रालय

(उर्वरक विभाग)

नई दिल्ली, 7 अगस्त, 1995

का.प्रा. 2752 :—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 के नियम 10 के उप नियम (4) के अनुसरण में रसायन एवं उर्वरक मंत्रालय, उर्वरक विभाग के प्रशासनिक नियंत्रण में आने वाले निम्नलिखित कार्यालयों को, जिनके 80 प्रतिशत कर्मचारीवृन्द ने हिन्दी का कार्य साधक ज्ञान प्राप्त किया है, अधिसूचित करती है:—

1. राष्ट्रीय केमिकल्स एण्ड फर्टिलाइजर्स लि., क्षेत्रीय कार्यालय, पटना
2. राष्ट्रीय केमिकल्स एण्ड फर्टिलाइजर्स लि., क्षेत्रीय कार्यालय, लखनऊ
3. राष्ट्रीय केमिकल्स एण्ड फर्टिलाइजर्स लि., क्षेत्रीय कार्यालय, सातारा
4. राष्ट्रीय केमिकल्स एण्ड फर्टिलाइजर्स लि., क्षेत्रीय कार्यालय, नासिक
5. राष्ट्रीय केमिकल्स एण्ड फर्टिलाइजर्स लि., क्षेत्रीय कार्यालय, जलगांव
6. राष्ट्रीय केमिकल्स एण्ड फर्टिलाइजर्स लि., क्षेत्रीय कार्यालय, धुले
7. राष्ट्रीय केमिकल्स एण्ड फर्टिलाइजर्स लि., क्षेत्रीय कार्यालय, अकोला
8. राष्ट्रीय केमिकल्स एण्ड फर्टिलाइजर्स लि., क्षेत्रीय कार्यालय, बेल्गारी

[सं. ई-11011/5/93-हिन्दी]

नरेन्द्र कुमार अग्रवाल, अतिरिक्त औद्योगिक सलाहकार

MINISTRY OF CHEMICALS AND FERTILIZERS  
(Department of Fertilizers)

New Delhi, the 7th August, 1995

S.O. 2752.—In pursuance of Sub-rule (4) of the Rule 10 of the Official Language (Use for official purposes of the Union) Rules, 1976 the Central Government hereby notifies the following offices, under the Administrative control of Ministry of Chemicals & Fertilizers, Deptt. of Fertilizer,

80 per cent staff whereof have acquired the working knowledge of Hindi :—

1. Rashtriya Chemicals & Fertilizers Ltd., Regional Office, Patna.
2. Rashtriya Chemicals & Fertilizers Ltd., Regional Office, Lucknow.
3. Rashtriya Chemicals & Fertilizers Ltd., Regional Office, Satara.
4. Rashtriya Chemicals & Fertilizers Ltd., Regional Office, Nasik.
5. Rashtriya Chemicals & Fertilizers Ltd., Regional Office, Jalgaon.
6. Rashtriya Chemicals & Fertilizers Ltd., Regional Office, Dhule.
7. Rashtriya Chemicals & Fertilizers Ltd., Regional Office, Akola.
8. Rashtriya Chemicals & Fertilizers Ltd., Regional Office, Bellary.

[No. E-11011/5/93 Hindi]

NARENDRA KUMAR AGRAWAL, Additional Industrial Adviser

नई दिल्ली, 25 अगस्त, 1995

का.जा. 2753.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 के नियम 10 के उप नियम (4) के अन्वये में रसायन एवं उर्वरक मंत्रालय, उर्वरक विभाग के प्रशासनिक नियंत्रण में आने वाले निम्नलिखित कार्यालयों को, जिनके 80 प्रतिशत कर्मचारी बृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त किया है, अधिसूचित करती है:—

1. इंडियन फार्मर्स फर्टिलाइजर कोऑपरेटिव लि., राज्य विपणन कार्यालय, अहमदाबाद
2. इंडियन फार्मर्स फर्टिलाइजर कोऑपरेटिव लि., मण्डल कार्यालय, लखनऊ
3. इंडियन फार्मर्स फर्टिलाइजर कोऑपरेटिव लि., क्षेत्रीय प्रबन्धक, कोटा
4. इंडियन फार्मर्स फर्टिलाइजर कोऑपरेटिव लि., क्षेत्रीय प्रबन्धक, उदयपुर
5. इंडियन फार्मर्स फर्टिलाइजर कोऑपरेटिव लि., क्षेत्रीय प्रबन्धक, मेहसाणा
6. इंडियन फार्मर्स फर्टिलाइजर कोऑपरेटिव लि., क्षेत्रीय प्रबन्धक, नासिक
7. इंडियन फार्मर्स फर्टिलाइजर कोऑपरेटिव लि., क्षेत्रीय प्रबन्धक, रायपुर
8. इंडियन फार्मर्स फर्टिलाइजर कोऑपरेटिव लि., क्षेत्रीय प्रबन्धक, सूरत
9. इंडियन फार्मर्स फर्टिलाइजर कोऑपरेटिव लि., क्षेत्रीय प्रबन्धक, उज्जैन
10. इंडियन फार्मर्स फर्टिलाइजर कोऑपरेटिव लि., क्षेत्रीय प्रबन्धक, झांसी

11. इंडियन फार्मर्स फर्टिलाइजर कोऑपरेटिव लि., क्षेत्रीय कार्यालय, जूनागढ़
12. इंडियन फार्मर्स फर्टिलाइजर कोऑपरेटिव लि., क्षेत्रीय कार्यालय, नागपुर
13. इंडियन फार्मर्स फर्टिलाइजर कोऑपरेटिव लि., क्षेत्रीय कार्यालय, लुधियाना
14. इंडियन फार्मर्स फर्टिलाइजर कोऑपरेटिव लि., आंबला संयंत्र
15. इंडियन फार्मर्स फर्टिलाइजर कोऑपरेटिव लि., राज्य विपणन कार्यालय, बम्बई

[सं. ई.—11011/5/93—हिन्दी]

नरेन्द्र कुमार अग्रवाल, आनरिकृत औद्योगिक सलाहकार

(Department of Fertilizers)

New Delhi, the 25th August, 1995

S.O. 2753.—In pursuance of Sub-rule (4) of the Rule 10 of the Official Language Use for official purposes of the Union) Rule, 1976 the Central Govt. hereby notifies the following offices, under the Administrative control of Ministry of Chemicals & Fertilizers, Department of Fertilizer, 80 per cent staff where of have acquired the working knowledge of Hindi.

1. Indian Farmers Fertilizer Cooperative Ltd. State Marketing Office, Ahmedabad.
2. Indian Farmers Fertilizer Cooperative Ltd. Zonal Office Lucknow.
3. Indian Farmers Fertilizer Coop. Ltd., Regional Mgr. Kota.
4. Indian Farmers Fertilizer Coop. Ltd. Regional Manager, Udaipur.
5. Indian Farmers Fertilizer Coop. Ltd., Regional Manager, Mehsana.
6. Indian Farmers Fertilizer Coop. Ltd., Regional Manager, Nasik.
7. Indian Farmers Fertilizer Coop. Ltd., Regional Manager, Raipur.
8. Indian Farmers Fertilizer Coop. Ltd., Regional Manager, Surat.
9. Indian Farmers Fertilizer Coop. Ltd., Regional Manager, Ujjain.
10. Indian Farmers Fertilizer Coop. Ltd., Regional Manager, Jansi.
11. Indian Farmers Fertilizer Coop. Ltd., Regional Office, Junagarh.
12. Indian Farmers Fertilizer Coop. Ltd., Regional Office, Nagpur.
13. Indian Farmers Fertilizer Coop. Ltd., Regional Office, Ludhiana.
14. Indian Farmers Fertilizer Coop. Ltd. Aonla Plant.
15. Indian Farmers Fertilizer Coop. Ltd., State Marketing Office, Bombay.

[No. E-11011/5/93-Hindi]

NARENDER KUMAR AGGARWAL, Addl. Indust. Adviser

स्वास्थ्य और परिवार कल्याण मंत्रालय  
(स्वास्थ्य विभाग)

नई दिल्ली, 14 सितम्बर, 1995

MINISTRY OF HEALTH AND FAMILY  
WELFARE

(Department of Health)

New Delhi, the 14th September, 1995

का.धा. 2754.—केन्द्रीय सरकार, भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उपधारा (1) के खंड (क) के अनुमरण में और महाराष्ट्र सरकार के परामर्श से, डा. नित्यानथ वसंत मांडके, तेजपाल स्कीम, रोड नंबर 3, शिव स्वामी कृपा सोसायटी, विले पार्ले (ईस्ट.), बम्बई-400057 को इस अधिसूचना के जारी होने की तारीख से भारतीय आयुर्विज्ञान परिषद् का सदस्य नामनिर्दिष्ट करती है:

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 3 की उपधारा (1) के उपबंधों के अनुमरण में, भारत सरकार के तत्कालीन स्वास्थ्य मंत्रालय की अधिसूचना संख्यांक का.धा. 138, तारीख 9 जनवरी 1960 में निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में, धारा 3 (1) (क) के अर्थान नाम-निर्दिष्ट शीर्ष के नीचे क्रम संख्यांक 5 और उसके संबंधित प्रविष्टि के पश्चात् निम्नलिखित क्रम संख्यांक और प्रविष्टियां अंतःस्थापित की जाएंगी, अर्थात् :—

“5. डा. नित्यानथ वसंत मांडके  
तेजपाल स्कीम, रोड नं. 3,  
शिव स्वामी कृपा सोसायटी, विले पार्ले (ईस्ट.)  
बम्बई-400057”.

S.O. 2754.—Whereas the Central Government, in pursuance of clause (a) of sub-section (1) of section 3 of the Indian Medical Council Act, 1956 (102 of 1956) and in consultation with the Government of Maharashtra, have nominated Dr. Nityanath Vasant Mandke, Tejpal Scheme, Road No. 3, Shiv Swami Kripa Society, Vile Parle (East) Bombay-400057 to be a member of the Medical Council of India with effect from the date of issue of this notification.

Now, therefore, in pursuance of the provisions of sub-section (1) of section 3 of the said Act, the Central Government hereby makes the following further amendment in the notification of the Government of India in the Ministry of Health number S.O. 138, dated the 9th January, 1960, namely :—

In the said notification, under the heading, “Nominated under clause (a) of sub-section (1) of section 3” for serial number 5 and the entries relating thereto, the following serial number and entries shall be substituted, namely :—

“5. Dr. Nityanath Vasant Mandke,  
Tejpal Scheme, Road No. 3,  
Shiv Swami Kripa Society,  
Vile Parle (East),  
Bombay-400057”.

[सं. बी-11013/12/95-एम ई (यूजी)]

एस के. मिश्रा, डेस्क अधिकारी

[No. V. 11013/12/95-ME(UG)]

S. K. MISHRA, Desk Officer

नई दिल्ली, 20 सितम्बर, 1995

का.धा. 2755.—केन्द्रीय सरकार, भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) (जिसे इसमें उसके पश्चात् उक्त अधिनियम कहा गया है) की धारा-II की उपधारा (ii) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, भारतीय आयुर्विज्ञान परिषद् से परामर्श करने के पश्चात् उक्त अधिनियम की पहली अनुसूची का और संशोधन करती है, अर्थात् :—

उक्त अधिनियम में पहली अनुसूची में “कालीकट विश्वविद्यालय” से संबंधित प्रविष्टियों के पश्चात् निम्नलिखित प्रविष्टियां अंतःस्थापित की जाएंगी, अर्थात् :—

चिकित्सा संस्थान/विश्वविद्यालय	मान्यता प्राप्त	चिकित्सीय ग्रहणा	रजिस्ट्रीकरण के लिए संज्ञाकर्ता
1	2	3	
चौधरी नरगण सिंह विश्वविद्यालय, भरत	बैचलर ऑफ मेडिसिन डाक्टर ऑफ मेडिसिन (भेषज गुण विज्ञान) डाक्टर ऑफ मेडिसिन (विकृति विज्ञान)	एण्ड बैचलर ऑफ सर्जरी	एम. वा. सी. एम. एम. डी. भेषज गुण विज्ञान  एम. डी (विकृति विज्ञान)

1

2

3

डाक्टर ऑफ मेडिसिन  
(साधारण चिकित्सा)

एम. डी. (साधारण चिकित्सा)

मास्टर ऑफ सर्जरी  
(साधारण सर्जरी)

एम. एम. (साधारण सर्जरी)

डा. ऑफ मेडिसिन  
(प्रसूति और स्त्रीरोग)

एम. डी. (प्रसूति और स्त्री रोग विज्ञान)

डाक्टर ऑफ मेडिसिन  
(शरीर क्रिया विज्ञान)

एम. डी. (शरीर क्रिया विज्ञान)

डाक्टर ऑफ मेडिसिन  
(सामाजिक और निवारक  
चिकित्सा)

एम. डी. (सामाजिक और निवारक चिकित्सा)

डाक्टर ऑफ मेडिसिन  
(पेडिएट्रिक्स)

एम. डी. (पेडिएट्रिक्स)

ऑस्थालमओलॉजी में डिप्लोमा

डी. ओ.

डाक्टर ऑफ मेडिसिन  
(संवेदनाहरण विज्ञान)

एम. डी. (संवेदनाहरण विज्ञान)

संवेदनाहरण विज्ञान में डिप्लोमा

डी० ए० एम० इन्०

मास्टर ऑफ सर्जरी  
(अस्थि विज्ञान)

(अस्थि विज्ञान)

ये अर्हताएं मान्यता प्राप्त चिकित्सीय अर्हताएं केवल तब होंगी जब चौधरी चरण सिंह विश्वविद्यालय द्वारा 17 जनवरी, 1994 को या उसके पश्चात् प्रदान की गई हों।

[फा. संख्या बी. 11025/33/95-एम.ई. (यू.जी.)]

एस. के. मिश्रा, डेप्ट प्रोविन

New Delhi, the 20th September, 1995

S.O. 2755.—In exercise of the powers conferred by sub-section (2) of section 11 of the Indian Medical Council Act, 1956 (102 of 1956) herein after referred to as the said Act), the Central Government after consultation with the Medical Council of India hereby makes the following further amendments in the first Scedule to the said Act, namely:—

In the said Act, in the First Schedule, after the entries relating to 'Calicut University', the following shall be inserted namely:—

University of Medical Institution	Recognised medical qualification	Abbreviation for registration
(1)	(2)	(3)
Chaudhary Charan Singh University Meerut	Bachelor of Medicine and Bachelor of Surgery Doctor of Medicine (Pharmacology) Doctor of Medicine (Pathology) Doctor of Medicine (General Medicine)	M.B.B.S. M.D. (Pharm.) (M.D. Pathology) M.D. (Genl. Medicine)

1

2

3

Master of Surgery (General Surgery)  
Doctor of Medicine (Obstetrics and  
Gynaecology)

Doctor of Medicine (Physiology)  
Doctor of Medicine (Social  
and Preventive Medicine)

Doctor of Medicine (Paediatrics)

Diploma in Ophthalmology

Doctor of Medicine (Anaesthesiology)

Diploma in Anaesthesiology

Master of Surgery  
(Orthopaedics)

M.D. (Genl. Medicine)

M.S. (Genl. Surgery)

M.D. (Obst. and Gynae

M.D. (Physiology)

M.D. Soc. and Prev. Med.)

M.D. (Paed.)

D.O.

M.D. (Anaes.)

D.A.

M.S. (Ortho.)

These qualifications shall be recognised  
qualifications only when granted by the  
Chaudhary Charan Singh University  
on or after 17th January, 1994.

[F.No. V. 11025/33/95 M.E (U.G.)]  
S. K. MISHRA, Desk Officer.

#### स्वास्थ्य और परिवार कल्याण मंत्रालय

नई दिल्ली, 20 सितम्बर, 1995

का.आ. 2756.—होमियोपैथी केन्द्रीय परिषद अधि-  
नियम, 1973 (1973 का 59) की धारा 3 की उपधारा  
(1) के खंड (ख) के उपबंधों के अनुसरण में, डा. एस.  
आई.बी. पाटिल को 3 फरवरी, 1995 को बंगलौर  
विश्वविद्यालय से, केन्द्रीय होमियोपैथी परिषद का सदस्य  
निर्वाचित किया है।

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा  
3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते  
हुए, भारत सरकार के स्वास्थ्य और परिवार नियोजन  
मंत्रालय (स्वास्थ्य विभाग) की अधिसूचना सं. का.आ.  
482 (अ) तारीख, 6 अगस्त, 1974 में निम्नलिखित संशोधन  
करती है, अर्थात् :—

उक्त अधिसूचना की मागणी में, धारा 3 की उपधारा  
(1) के खंड (ख) के अधीन निर्वाचित शीर्ष के नीचे क्रम  
सं. 2 और उससे संबंधित प्रविष्टियों के स्थान पर, निम्न-  
लिखित क्रम संख्यांक और प्रविष्टियाँ रखी जाएंगी, अर्थात् :—

1	2
2. डा. एस.आई.बी. पाटिल सं. 4/5, क्रैमेट रोड, हार्ड ग्राउंड्स, कुमारा पार्क, बंगलौर-560001	बंगलौर विश्वविद्यालय

[सं.वी.-27021/46(23)/94—होमियो-ई यू]  
कैबल दास, अवर सचिव, (भा.वि.प.)

पाठ टिप्पण :—मूल अधिसूचना का.आ.सं. 482 (अ) के  
तारीख 6 अगस्त, 1994 द्वारा जारी की  
गई और तत्पश्चात् उसमें अधिसूचना सं.  
का.आ. 740(ड.) तारीख 29 अगस्त,  
1990 सं. का.आ. 547 तारीख 27  
जनवरी, 1992 और सं. का.आ. 1263  
तारीख 27 अप्रैल, 1992 द्वारा संशोधन  
किए गए।

New Delhi, the 20th September, 1995

Serial number 2 and the entries relating there to, the following serial number and entries shall be substituted, namely:—

S.O. 2756.—Whereas in pursuance of the provisions of clause (b) of Sub-section (1) of section 3 of the Homoeopathy Central Council Act, 1973 (59 of 1973), Dr. S.I.B. Patil has been elected on 3rd February, 1995 as a member to the Central Council of Homoeopathy, from the Bangalore University.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the said Act, the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Health & Family Planning (Department of Health), No. S.O. 482 (E) dated the 6th August, 1974 namely:—

In the Table to the said notification, under the heading "elected under clause (b) of sub-section (1) of section 3" for

(1)	(2)
"2. Dr. S.I.B. Patil, No. 4/5, Crescent Road, High Grounds, Kumara Park, Bangalore-560001	Bangalore University"

[No. V. 27021/46/(23)/94-Homoeo-FU]  
KANWAL DAS, Under Secy. (ISM)

Foot Note:—The original Notification was issued vide No. S.O. 482 (E) dated the 6th August 1974 and subsequently amended by notification No. S.O. 740 (E) dated the 29th August, 1990, No. S.O. 547 dated the 27th January, 1992 and No. S.O. 1263 dated the 27th April, 1992.

नागरिक पूर्ति, उपभोक्ता मामले और सार्वजनिक वितरण मंत्रालय

(आपूर्ति विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 25 सितम्बर, 1995

का.आ. 2757.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) की खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिस/जिन भारतीय मानक/मानकों, का/के विवरण नीचे अनुसूची में दिया गया है/दिए गए हैं, वह/वे स्थापित हो गया है/हो गए हैं।

अनुसूची

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नए भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हों, की सं. और वर्ष	स्थापित तिथि
1	2	3	4
1.	आई एस 302-2-14 (1994) घरेलू और समान विद्युत् साधनों की सुरक्षा भाग 2 विशेष अपेक्षाएं अनुभाग 14 बिजली की रसोई मशीनें	—	1994-12-31
2.	आई एस 381 : 1995 मोडियम सिलिकेट—विशिष्ट (द्वारा पुनरीक्षण)	आई एस 381 : 1972	1995-07-31



(1)	(2)	(3)	(4)
3. आई एस 1369 (भाग 3) : 1995 बंधक--चूड़ी रत-आउट और अद्य : काट भाग 3 अतिरिक्त चूड़ियों के पेच चूड़ी रत-आउट और अद्य:काट के आयाम (अप्रत्यक्ष अंशनिष्कासन छिद्र) (तीसरा पुनरीक्षण)	---		1995-06-30
4. आई एस 1460 : 1995 डीजल ईंधन-- --विशिष्ट (तीसरा पुनरीक्षण)	---		1995-07-31
5. आई एस 1608 : 1995 धातु के यांत्रिक परीक्षण--तनन परीक्षण (दूसरा पुनरीक्षण)	आई एस 1608 : 1972		1995-08-31
6. आई एस 1890 (भाग 2) : 1995 मात्राएं और डकाइयां भाग 2 आबधिक एवं सम्बद्ध दृष्टान्त (दूसरा पुनरीक्षण)	आई एस 1890 (भाग 2) : 82		1995-06-30
7. आई एस 2036 : 1995 फिनलिक परतदार आदरे ; विशिष्ट (दूसरा पुनरीक्षण)	आई एस 2036 : 1974		1995-07-31
8. आई एस 2267 : 1995 पॉलियम्ट्रीन संचकन और बहिर्वेधन सामग्रियां--विशिष्ट (दूसरा पुनरीक्षण)	आई एस 2267 : 1972		1995-06-30
9. आई एस 2543 : 1995 संचकन और बहिर्वेधन के लिए मेलुलोज--गोण एमिटेड सामग्रियां--विशिष्ट (पहला पुनरीक्षण)	आई एस 2543 : 1964		1995-07-31
10. आई एस : 2556 (भाग 6) : 1995 कांचाभ स्वच्छता साधित्र (कांचाभ चीनी मिट्टी) -- --विशिष्ट भाग 6 यूरीमल और विभाजन पट्टिका की विशिष्ट अपेक्षाएं (चौथा पुनरीक्षण)	---		1995-06-30
11. आई एस 2556 (भाग 8) : 1995 कांचाभ स्वच्छता साधित्र (कांचाभ चीनी मिट्टी)-- विशिष्ट भाग 8 पिडस्टल क्लोज युग्मन वाशडाउन और साइफोनिक जल मंत्रालय आधानों की विशिष्ट अपेक्षाएं (चौथा पुनरीक्षण)	आई एस 2556 (भाग 8) : 85		1995-07-31
12. आई एस 2556 (भाग 14) : 1995 कांचाभस्वच्छता साधित्र (कांचाभ चीनी मिट्टी)-- विशिष्ट भाग 14 समाकालीन स्क्वेटिंग आधानों की विशिष्ट अपेक्षाएं (पहला पुनरीक्षण)	आई एस 2556 (भाग 14) : 1974		1995-06-30
13. आई एस 2923 : 1995 कामोसीन, खाद्य ग्रेड-- विशिष्ट (दूसरा पुनरीक्षण)	आई एस 2923 : 1974		1995-02-31

(1)	(2)	(3)	(4)
14. आई एस 3319 : 1995 बार्ड पाकर किस्म के शल्यक वयोज्य ब्लेड तथा दस्तं—विशिष्टि (चौथा पुनरीक्षण)	आई एस 3319 : 1985		1995-07-31
15. आई एस 4558 : 1995 अस्तर लगी नहरों की अधः उपवाह—रीति संहिता (दूसरा पुनरीक्षण)	आई एस : 4558 : 1983		1995-08-31
16. आई एस 5054 (भाग 1/अनु 1) : 1995 रेडियो श्रावृत्ति संयोजक भाग 1 सामान्य अपेक्षाएं तथा मापन पद्धतियां अनुभाग 1 सामान्य (दूसरा पुनरीक्षण)	आई एस : 5054 : 1980		1995-06-30
17. आई एस 5210 : 1995 उच्च संघट्ट पालिस्टरीन शीट—विशिष्टि (पहला पुनरीक्षण)	आई एस 5210 : 1969		1995-07-31
18. आई एस 6362 : 1995 विद्युतीय घूर्णी मशीनों के शीतल की पदनामपद्धतियां (पहला पुनरीक्षण)	आई एस 6362 : 1971		1995-06-30
19. आई एस 7372 : 1995 मोटर वाहनों के लिए सीसा—अम्ल की भंडारण बर्रियां—विशिष्टि (पहला पुनरीक्षण)	आई एस 7372 : 1974		1995-07-31
20. आई एस 8534 (भाग 5) : 1995 खान टब युग्मन और कर्पण शलाकाएं भाग 5 कर्पण शलाकाएं	—		1995-06-30
21. आई एस : 8624—1995 लोह अयस्क छरों की स्फीति सूचकांक ज्ञात करने की पद्धति (पहला पुनरीक्षण)	आई एस 8624 : 1977		1995-06-30
22. आई एस 8813 : 1995 पोटेशियम मिलिकेट, तकनीकी—विशिष्टि (पहला पुनरीक्षण)	आई एस : 8813 : 1978		1995-07-31
23. आई एस 9761 : 1995 जलशक्ति अन्तर्ग्रहण के जलीय डिजाइन के मापदण्ड (पहला पुनरीक्षण)	आई एस 9761 : 1981		1995-07-31
24. आई एस 10386 (भाग 8) : 1995 नदी घाटी परियोजनाओं के निर्माण, प्रचालन और रख-रखाव की सुरक्षा संहिता भाग 8 खुदाई	—		1995-06-30
25. आई एस 11248 : 1995 बरूआदि—पोशाकों के लिए पालिस्टर मिश्रण कपड़े—विशिष्टि (पहला पुनरीक्षण)	आई एस 11248 : 1985		1995-03-31
26. आई एस 11388 : 1995 अन्तर्ग्राही कचरा रैक के डिजाइन की सिफारिशें (पहला पुनरीक्षण)	आई एस 11388 : 1985		1995-06-30

(1)	(2)	(3)	(4)
27. आई एस 11639 (भाग 2) : 1995 पात नलों की संरचनात्मक डिजाईन—मापदंड भाग 2 शील में निमज्जित, अंतः स्थापित पास नल	---		1995-07-31
28. आई एस 12572 (भाग 2) : 1995 चिकित्सीय युक्तियों का जैव वैज्ञानिक मूल्यांकन भाग 2 जीव कल्याण हेतु अपेक्षाएं	आई एस 12572 (भाग 2) : 1988		1995-03-31
29. आई एस 12926 : 1995 जलोढ़ नदियों के गाढ़ तटबंध का निर्माण और रखरखाव—मार्गदर्शी सिद्धांत (पहला पुनरीक्षण)	आई एस 12926 : 1990		1995-03-31
30. आई एस 13984 (भाग 4/अनु 1) : 1995 संपर्क और परीक्षण संयोजकों की विशिष्टि भाग 4 U—संपर्क प्लग अनुभाग 1 U—संपर्क युक्ति	---		1995-06-30
31. आई एस 13984 (भाग 4/अनु 2) : 1995 संपर्क और परीक्षण संयोजकों की विशिष्टि भाग 4 U—संपर्क प्लग अनुभाग 2 U—संपर्क अयुक्ति	---		1995-07-31
32. आई एस 13984 (भाग 5/अनु 1) : 1995 संपर्क और परीक्षण संयोजकों की विशिष्टि भाग 5 डोरी प्लग, अनुभाग 1 युक्ति	---		1995-06-30
33. आई एस 13995 : 1995 बिना अस्तर के संचकित रबड़ के जुते—विशिष्टि	---		1995-07-31
34. आई एस 14139 : 1995 तन्त्र शल्यक्रिया अन्तर्रोपण—स्वयं बन्द होने वाले केनियम में उपयुक्त एल्यूरिज्म क्लिप	---		1995-03-31
35. आई एस 14190 : 1995 मछली पकड़ने के प्रयोजनों के लिए संयोजित तार के रस्से—विशिष्टि	---		1995-05-31
36. आई एस 14199 : 1995 बाष्प शुद्धता—नमूने लेने और परीक्षण पद्धतियां	---		1995-04-30
37. आई एस 14229 : 1995 शल्य चिकित्सा के लिए अन्तर्रोपण—हड्डी की प्लेटों की मुद्रावशक्ति तथा कड़ाई निश्चित करना	---		1995-07-31
38. आई एस 14230 : 1995 सी-बैंड परबलयी डिश एंटीना—विशिष्टि	---		1995-03-31
39. आई एस 14231 (भाग 3) : 1995 टेलीविजन और ध्वनि संकेतों के लिए केबलकृत वितरण तंत्र—विशिष्टि भाग 3 सक्रिय समाक्ष वाइड बैंड वितरण संघटक	---		1995-07-31
40. आई एस 14233 : 1995 पैकेजबन्दी—ग्रोषधीय—उत्पाद—दवा के ठोस रूप के लिए शिशु से न खुलने वाली टेम्पर-सह पैकेजबन्दी—रीति संहिता	---		1995-03-31
41. आई एस 14243 (भाग 1) : 1995 पहाड़ी क्षेत्र में भवन निर्माण के स्थल के चुनाव और विकास के मार्गदर्शी सिद्धांत भाग 1 गहरी केन्द्र के सूक्ष्म क्षेत्रीकरण	---		1995-06-30

(1)	(2)	(3)	(4)
42. आई एस 14243 (भाग 2) : 1995 पहाड़ी क्षेत्र में भवन निर्माण के स्थल के चुनाव और विकास के मार्गदर्शी सिद्धांत भाग 2 चयन और विकास	---		1995-03-31
43. आई एस 14249 : 1995 एटोफेन्प्रोक्स तकनीकी—विशिष्ट	---		1995-03-31
44. आई एस 14252 1995 बमनादि—उच्च घास वाली पोलीइथलीन (एच डी पी ई) से बने रेत भरने के बोरे— विशिष्ट	---		1995-07-31
45. आई एस 14258 : 1995 कच्चा प्रकाशिक काच 25 डिग्री से. पर जल-अम्लीय विलयन द्वारा आक्रमण के प्रतिरोधिता का परीक्षण एवं वर्गीकरण	---		1995-03-31
46. आई एस 14259 : 1995 कम्पन और प्रघात—पृथक्कारक— लक्षण विशिष्ट करने की क्रियाविधि	---		1995-03-31
47. आई एस 14265 : 1995 उपग्रह अभिग्राही— विशिष्ट	---		1995-04-30
48. आई एस 14266 : 1995 डिब्बा बंद मशरूम— विशिष्ट	---		1995-04-30
49. आई एस 14279 : 1995 स्नेहन उपस्कर —ग्रीस के लिये बरत अन्तरण पम्प —विशिष्ट	---		1995-07-31
50. आई एस 14306 : 1995 पट्टी, तिकोनी, कैलिको—विशिष्ट	---		1995-08-31

इन मानकों की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002 और क्षेत्रीय कार्यालयों बम्बई, कलकत्ता, चण्डीगढ़ तथा मद्रास और शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, फरीदाबाद गाजियाबाद, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, लखनऊ, पटना और थिक्कनन्यापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. के. प्र. वि./13:2]

एस. के. कर्मकार, अपर महानिदेशक

# MINISTRY OF CIVIL SUPPLIES, CONSUMER AFFAIRS & PUBLIC DISTRIBUTION

(Department of Civil Supplies)

## BUREAU OF INDIAN STANDARDS

New Delhi, the 25th September, 1995

**S.O. 2757.**—In pursuance of Clause (b) of Sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules 1987, the Bureau of Indian Standards hereby notifies that the Indian Standard(s) particulars of which is/are given in the Schedule hereto annexed, has/have been established on the date indicated against each :

### SCHEDULE

Sl. No.	No. year and Title of the Indian Standard(s) Established	No. and year of the Indian Standard or Standards. if any superseded by the new Indian Standard	Date of Establishment
(1)	(2)	(3)	(4)
1.	IS 302-2-14 (1994)—Safety of household and similar electrical appliances Part 2 Particular Requirements Section 14 Electric Kitchen Machines	---	94-12-31
2.	IS 381 : 1995—Sodium silicate—Specification (Second Revision)	IS : 381 : 1972	95-07-31

(1)	(2)	(3)	(4)
3.	IS 1369 (Part 3) : 1995—Fasteners Thread run-outs Part 3 Dimensions for screw thread run-outs and under cuts for internal threads (Blind tapped holes) (Third Revision)	—	95-06-30
4.	IS 1460-1995—Diesel fuels—Specification (Third Revision)	IS 1460 : 1974	95-07-31
5.	IS 1608 : 1995—Mechanical testing of metals—Tensile testing (Second Revision)	IS 1608 : 1972	95-08-31
6.	IS 1890 (Part 2 : 1995—Quantities and units Part 2 Periodic and related Phenomena (Second Revision)	IS 1890 (Pt.2) : 82	95-06-30
7.	IS 2036 : 1995—Phenolic laminated Sheets—Specifica- tion (Second Revision)	IS 2036:1974	95-07-31
8.	IS 2267 : 1995—Polystyrene moulding and extrusion materials—Specification (Second Revision)	IS 2267 : 1972	95-06-30
9.	IS 2543 : 1995—Cellulose secondary acetate materials for moulding and extrusion-Specification (First Revision)	IS 2543 : 1964	95-07-31
10.	IS 2556 (Part 6 ) : 1995—Vitreous sanitary appliances (Vitreous China) Part 6 Specific requirements of urinals and partition plates (Fourth Revision)	—	95-06-30
11.	IS 2556 (Part 8) : 1995—Vitreous sanitary appliances (Vitreous China)—Specification Part 8 Specific requirements of pedestal close coupled washdown and syphonic water closets. (Fourth Revision)	Is : 2556 (Pt. 8) : 85	95-07-31
12.	IS 2556 (Part 14) : 1995—Vitreous sanitary appliances (Vitreous China)—Specification Part 14 Specific requirements of integrated squatting pans (First Revision)	IS 2556 (Pt. 14) : 74	95-06-30
13.	IS : 2923 : 1995—Carmoisine, Food Grade—Specification (Second Revision)	IS 2923 : 1974	95-03-31
14.	IS 3319 :1995—Blades, Surgical, Detachable (Bard Parker Type) and Handles-- Specification (Fourth Revision)	IS 3319 : 1985	95-07-31
15.	IS 4558 : 1995—Under-drainage of lined canals— Code of practice (Second Revision)	IS 4558 :1983	95-08-31
16.	IS 5054 (Part 1/Sec. 1) : 1995—Radio frequency connectors Part 1 General requirements and measuring methods Section 1 General (Second Revision)	IS 5054 : 1980	95-06-30
17.	IS 5210 : 1995—High impact polystyrene sheet— Specification (First Revision)	IS 5210 : 1969	95-07-31

(1)	(2)	(3)	(4)
18. IS 6362 : 1995—Designation of methods of cooling of rotating electrical machines (First Revision)	IS 6362 : 1971		95-06-30
19. IS 7372 : 1995—Lead-acid storage batteries for motor vehicles—Specification (First Revision)	IS 7372 : 1974		95-07-31
20. IS 8534 (Part 5) : 1995—Minc tub couplings and drawbars Part 5 Drawbars	—		95-06-30
21. IS 8624 : 1995—Method for determination of swelling index of iron ore pellets (First Revision)	IS 8624 : 1977		95-06-30
22. IS 8813 : 1995—Potassium silicate, technical— Specification (First Revision)	IS 8813 : 1978		95-07-31
23. IS 9761 : 1995—Hydropower intakes— Criteria for hydraulic design (First Revision)	IS 9761 : 1981		95-07-31
24. IS 10386 (Part 8) : 1995— Safety code for construction, operation and maintenance of river valley projects Part 8 Open Excavation	—		95-06-30
25. IS 11248 : 1995—Textiles— Polyester blend suitings for uniforms - Specification (First Revision)	IS 11248 : 1985		95-03-31
26. IS 11388 : 1995—Recommendations for design of trash racks for intakes (First Revision)	IS 11388 : 1985		95-06-30
27. IS 11639 (Part 2) : 1995—Structural design of penstocks—Criteria Part 2 Buried/Embedded penstocks in rock	—		95-07-31
28. IS 12572 (Part 2) : 1995—Biological evaluation of medical devices Part 2 Animal Welfare Requirements	IS 12572 (Pt. 2) : 88		95-03-31
29. IS 12926 : 1995—Construction and maintenance of guide banks in alluvial rivers—Guidelines (First Revision)	IS 12926 : 1990		95-03-31
30. IS 13984 (Part 4/Sec. 1) : 1995—Link and test Connectors—Specification Part 4 U-Link Plug Section 1 U-Link Polarized	—		95-06-30
31. IS 13984 (Part 4/Sec 2) : 1995—Link and test connectors Specification Part 4 U-Link Plug Section 2 U-Link Non-Polarized	—		95-07-31
32. IS 13984 (Part 5/Sec. 1) : 1995—Link and test connectors—Specification Part 5 Cord Plug Section 1 Polarized	—		95-06-30
33. IS 13995 : 1995—Unlined moulded rubber boots— Specification	—		95-07-31
34. IS 14139 : 1995—Neurosurgical implants—Self-closing intracranial aneurysm clips	—		95-03-31

(1)	(2)	(3)	(4)
35.	IS 14190: 1995—Combination wire ropes for fishing purposes—Specification	—	95-05-31
36.	IS 14199 : 1995—Steam purity—methods of sampling and test	—	95-04-30
37.	IS 14229 : 1995—Implants for surgery—Determination of bending strength and stiffness of bone plates	—	95-07-31
38.	IS 14230 : 1995—C-Band parabolic dish antenna—Specification	—	95-03-31
39.	IS 14231 (Part 3) : 1995—Cabled distribution systems for television and sound signals—Specification Part 3 Active coaxial wideband distribution components	—	95-07-31
40.	IS 14233 : 1995—Packaging—Pharmaceutical products Child resistant tamper-proof packaging for solid dosage forms—Code of practice	—	95-03-31
41.	IS 14243 (Part 1) : 1995—Selection and development of site for building in hill areas—Guidelines Part 1 Micro-zonation of urban centres	—	95-06-30
42.	IS 14243 (Part 2) 1995—Selection and development of site for building in hill areas—Guidelines Part 2 Selection and development	—	95-03-31
43.	IS 14249 : 1995—Etofenprox technical—Specification	—	95-03-31
44.	IS 14252 : 1995—Textiles—High density Polyethylene (HDPE) woven sand bags—Specification	—	95-07-31
45.	IS 14258 : 1995—Raw optical glass— Testing of the resistance to attack by aqueous acidic solutions at 25° C and classification	—	95-03-31
46.	IS 14259 : 1995—Vibration and shock—Isolators—Procedure for specifying characteristics	—	95-03-31
47.	IS 14265 : 1995—Satellite receiver—Specification	—	95-04-30
48.	IS 14266 : 1995—Canned mushrooms—Specification	—	95-04-30
49.	IS 14279 :1995—Lubricating equipment—Barrel transfer pumps for grease—Specification	—	95-07-31
50.	IS 14306 : 1995—Bandage, triangular, Calico—Specification.	—	95-08-31

Copies of these Indian Standards are available on sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi 110002 and Regional Offices : New Delhi, Calcutta, Chandigarh, Madras and Bombay and also Branch offices Ahmadabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Faridabad, Ghaziabad, Guwahati Hyderabad, Jaipur, Kanpur, Lucknow, Patna and Thiruvananthapuram.

[No. C.M.D. 13.2]

S. K. KARMAKAR, Addl. Director General.

रेल मंत्रालय

(रेलवे बोर्ड)

नई दिल्ली, 28 सितम्बर, 1995

का.आ. 2758.—राजभाषा नियम, 1976 (संघ के शासकीय प्रयोजनों के लिए प्रयोग) के नियम 10 के उपनियम (2) और (4) के अनुसरण में रेल मंत्रालय (रेलवे बोर्ड) इंडियन रेलवे कन्स्ट्रक्शन कंपनी लिमिटेड (इरकॉन) नयी दिल्ली का, जहां कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करता है।

[सं. हिंदी-95/ग.भा. 1/12/1]

एम.ए.ए. जे.डी. सचिव

## MINISTRY OF RAILWAYS

(Railway Board)

New Delhi, the 28th September, 1995

S.O. 2758.—In pursuance of Sub-Rules (2) and (4) of Rule 10 of the Official Languages (Use for the Official purposes of the Union) Rules, 1976 the Ministry of Railways (Railway Board) hereby notify the Indian Railway construction company limited (IRCON), New Delhi where the staff have acquired the working knowledge of Hindi.

[No. Hindi-95/OL-1/12/1]

S. A. A. ZAIDI, Secy.

दिल्ली विकास प्राधिकरण

सार्वजनिक सूचना

नई दिल्ली, 6 अक्टूबर, 1995

का.आ. 2759.—केन्द्रीय सरकार का दिल्ली की मुख्य योजना-2001 में निम्नलिखित संशोधन करने का प्रस्ताव है, जिसे जनता की जानकारी के लिए एतद्वारा प्रकाशित किया जाता है। प्रस्तावित संशोधन के संबंध में यदि किसी व्यक्ति को कोई आपत्ति हो/सुझाव देना हो तो वह अपनी आपत्ति/सुझाव लिखित रूप में इस सूचना के जारी होने के 30 दिन की अवधि के अन्दर आयुक्त एवं सचिव, दिल्ली विकास प्राधिकरण, विकास सदन, नई दिल्ली को भेज दें। आपत्ति करने/सुझाव देने वाले व्यक्ति को अपना नाम और पता भी देना चाहिए।

संशोधन:-

"47 हेक्टेयर (116 एकड़) भूमि क्षेत्र, जो उत्तर में एन. एच. 10 (रोहतक रोड), पूर्व में मदनपुर नाले और विद्यमान गांव की सड़क, दक्षिण में हिरण कुदना और टीकरी

कलां गांवों की राजस्व सम्पदा के अंतर्गत आने वाली कृषि भूमि और पश्चिम में विद्यमान निवाड़ रोड और टीकरी कलां गांव की राजस्व सम्पदा से घिरा हुआ है, के भूमि उपयोग को "ग्रामीण उपयोग जोन" से "सार्वजनिक और अर्ध सार्वजनिक सुविधाओं (खेलकूद प्रशिक्षण केन्द्र) में परिवर्तित किया जाना प्रस्तावित है।"

2. प्रस्तावित संशोधन को दर्शाने वाला नक्शा निरीक्षण के लिए उपर्युक्त अवधि के अन्दर सभी कार्य-दिवसों में संयुक्त निदेशक, मुख्य योजना अनुभाग, छठी मंजिल, विकास मीनार, इन्द्रप्रस्थ एस्टेट, नई दिल्ली के पास उपलब्ध रहेगा।

[संख्या एफ 20(6)95/एम.पी.]

विश्व मोहन बंसल, आयुक्त एवं सचिव

## DELHI DEVELOPMENT AUTHORITY

## PUBLIC NOTICE

New Delhi, the 6th October, 1995

S.O. 2759.—The following modification which the Central Government proposes to make in the Master Plan for Delhi-2001, is hereby published for public information. Any person having any Objections, Suggestions with respect to the proposed modification may send the objections/suggestions in writing to the Commissioner-Cum-Secretary, Delhi Development Authority Vikas Sadan New Delhi, within a period of 30 days from the date of issue of the notice. The person making the objections/suggestions should also give his name and address.

## MODIFICATION

"The land use of an area, measuring 47 Ha. (116 acres) bounded by N.H. 10 (Rohtak Road) in the North, Madanpur drain and existing village road in the east, agricultural land falling in the revenue estate of villages Hiran Kudna and Tikri Kalan in the South and existing Nilwad Road and the revenue estate of Village, Tikri Kalan in west, is proposed to be changed from 'rural use zone' to 'public and semi-public facilities' (Sports Training Centre)".

2. The plan indicating the proposed modification will be available for inspection at the office of the Joint Director, Master Plan section, 6th floor, Vikas Minar, I. P. Estate, New Delhi, on all working days within the period referred above.

[No. F. 20(6)95[MP]

V. M. BANSAL, Commissioner-cum-Secy.



## श्रम मंत्रालय

नई दिल्ली, 18 सितम्बर, 1995

का.आ. 2760.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुमरण में, केन्द्रीय सरकार भारतीय रिजर्व बैंक के प्रवर्धन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में लेबर कोर्ट, एर्नाकुलम के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18 सितम्बर, 1995 को प्राप्त हुआ था।

[संख्या एन-12011/47/91—आई. आर. बी. आई.]

के. वी. बी. उन्नी, डेस्क अधिकारी

MINISTRY OF LABOUR

New Delhi, the 18th September, 1995

S.O. 2760.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Labour Court, Ernakulam as shown in the Annexure in the industrial dispute between the employers in relation to the management of Reserve Bank of India and their workmen, which was received by the Central Government on 18-9-95.

[No. L-12011/47/91-IRBI]

K. V. B. UNNY, Desk Officer

## ANNEXURE

IN THE CENTRAL GOVERNMENT LABOUR COURT,

ERNAKULAM

(Labour Court, Ernakulam)

(Thursday, the 3rd day of August, 1995)

## PRESENT:

Shri Varghese T. Abraham, B.A., J.I.M., Presiding Officer  
Industrial Dispute No. 2 of 1992(C)

## BETWEEN

The Manager, Reserve Bank of India, Post Bag No. 6507,  
Trivandrum-695033, (2) The Joint Controller, Ex-  
change Control Department, Reserve Bank of India,  
Catholic Centre, Broadway, Cochin-682031.

## AND

The Secretary, Reserve Bank Employees' Association,  
C/o Reserve Bank of India, Catholic Centre, Broad-  
way, Cochin-682031.

## REPRESENTATION:

Sri M. Ramachandran,  
Advocate, Cochin-17.

—For Union

## AWARD

The issue referred by the Central Government/Ministry of Labour as per order No. L-12011/47/91-IR B-III dated 9-1-82 is:—

"Whether the action of the management of Reserve Bank of India, Cochin proposing to deduct full day wages of 68 employees of Exchange Control Department involved in demonstration on 24-1-90 between 4 P.M. to 5 P.M. is justified? If not, to what relief the workmen are entitled to?"

2. These are the admitted facts: The employees of the bank staged a strike between 4 p.m. to 5 p.m. on 24-1-90. The strike was illegal as it was hit by section 22 of the I.D. Act. The fact that there was such a strike was not disputed by the workers. The question to be considered is whether the management is entitled to deduct the entire wages for the whole day or to deduct wages on pro-rata basis.

3. In the statement filed by the union, it is alleged that proposed deduction of full wages is unjustifiable. The Reserve  
2415 GI/95—4.

Bank of India had planned to instal a computer in the Exchange Control Department, Binakulam. The proposal was made in October, 1989. But the proposal was not implemented forthwith. All of a sudden on 24-1-90 the computer was brought and installed at about 4 p.m. So the class III staff had staged a walk out at 4.05 p.m. The normal working hours of the bank was upto 5 p.m. The staff did not return for duty on that day. There was no arrears of work. The installation of the computer was not to safeguard the interest of the bank. The strike by the employers is not at all a conduct which is punishable or actionable. There was no act of intimidation or violence. The proposal to impose the wage cutting for the whole day's is practically a punishment. There is no allegation that the workmen had not attended to their normal duties. A cut in the day's wages is likely to cause unnecessary inconvenience and it may even amounts to a break in their service and postponement of increments. It is hit by the provisions of the payment of Wages Act. A larger portion of the work on that day was done.

4. The management in the detailed counter would submit that conduct of the employees was not justifiable. There is no industrial dispute to be adjudicated. The strike was illegal. The R.B.I. is constituted under the RBI Act, 1934. It is a Central Bank of the country and it has to operate the currency and credit system of the entire country. It has to discharge other statutory functions under the Banking Regulation Act, 1949, Foreign Exchange Regulation Act 1973 and other provisions of law. The Exchange Control Department at the Kochi Office discharges the statutory functions under the Foreign Exchange Regulation Act. Therefore, the Central Office of the bank has issued a circular on 6-7-88 providing for full days wage cut for causing disruption of public service by not discharging duties, even for a part of the business hours. The workmen having agreed to the work during the working hours for the whole day. They cannot choose at their fancy to work only at certain hours. The exchange control department of Cochin deals with the public and if the workers strike the members of the public will be put to inconvenience. The strike was without notice and illegal. The bank did not acquiesce in the strike by the employees. So the wage cut for the entire day is legally justifiable.

5. The union filed a rejoinder retreating the averments in the claim statement and refuting the contentions of the management.

6. MWs 1 and 2 are examined on the side of Management and WW1 is examined on the side of union. Exts. M1 to M3 and W1 and W2 form the evidence on record. Heard both sides.

7. The point that arises for consideration is "Whether the management bank was empowered to impose full wage cut for the entire day on 24-1-90.

8. The Point: The undisputed fact as such earlier, is that the workers under the union struck on 24-1-90 in between 4 p.m. and 5 p.m. After the normal working hours ending at 5 p.m. the workers left the premises of the bank. There is no evidence that the management acquiesced the conduct of the workmen or that the management accepted the entire work of that day. It is equally to be noted that the strike was an illegal one as it was hit by section 22 of the I.D. Act. Ext. M2 is a confidential letter addressed to all Managers and heads of departments. It is stated therein that not withstanding the bank's right to effect a full days wage cut for non-performance of duties even during a part of the working hours, in order to maintain harmonious industrial relations the bank had been effecting proportionate wage cut for partial non-performance of normal duties by the employees. The first para of Ext. M2 shows the leniency adopted by the bank in the earlier conduct of the employees in not performing their duties for the whole days. Paras 2 and 3 of Ext. M2 are extracted below:—

"Of late, instances of partial cessation of work on concerted basis are on the increase with or without any notice to the bank. This results not only in loss of man days but also disrupts public service causing considerable inconvenience to the public and the Bank's serious constituents. As a Central Bank of the country, the Bank owes obligation and responsibilities to the Central/State Governments, Public and banking system as a whole.

In view of the above it has been decided that if the employees working in the departments dealing with the public do not discharge their duties as a part of concerted action or otherwise during the business hours, and thereby cause disruption in public service even for a part of the business hours, such employees will not be paid pay and allowances for the whole day, even if they have performed duties during the remaining part of the day. Accordingly, you may issue an office order as per draft enclosed under advice to use."

9. Ext. M2 is dated 6-7-88. In pursuance to Ext. M2, Ext. M3 an office order dated 23-7-1988 was issued by the Reserve Bank of India, Managers Section, Trivandrum, Para 2 and 3 are relevant and hence quoted below :

"It has however, been observed that of late, instances of partial cessation of work on concerted basis during the business hours are on the increase, resulting in disruption of public service and dislocation of the Bank's work thereby causing considerable inconvenience to the public and the bank's various constituents. As the employees are aware, the Reserve Bank performs statutorily enjoined functions. The Bank is required to render important and vital service to the public and thus play a crucial role in the economy and in the successful carrying out of business and commercial transactions. The Reserve Bank, as the Central Bank of the country, owes an obligation and has a great responsibility to the Central/State Governments, public and the banking system as a whole. Cessation of work for even a part of the business hours will, therefore, seriously effect the performance of the Bank's functions. It is absolutely necessary that there is no interruption in the flow of work during the critical business hours, especially in the departments which deal with the public and the various constituents of the Bank. It has, therefore, been decided that in case the employees working in the departments dealing with public do not discharge their duties as part of concerted action or otherwise during business hours and thereby cause disruption in public service even for a part of business hours, such employees should not be paid pay and allowances for the whole day even if they have performed duties during remaining part of the day. This is without prejudice to the Bank's right to effect full day's wage cut for partial absence in all the departments, in addition to disciplinary if deemed necessary."

10. Employees are aware of the contents in Ext. M3.

11. On the other hand, union relies on W1 which is an office circular issued by the bank. It is stated therein that the bank has taken a lenient view in the interest of maintaining harmonious industrial relations and to effect only proportionate wage cut for the entire period of walk out. The employees are warned that in case they persuade agitational programmes in future there will be a full day's wage cut even for partial stoppage of work. Ext. W2 is an award of the Industrial Tribunal, Kollam in I.D. 50/91. In that case the Tribunal held that the action of the management in proposing full wage cut on 5-10-90 is illegal and unjustified. Hence the workmen were held entitled to get pro-rata wages on that day. Ext. W2 can be distinguished from the facts of the present case since in that case the workmen in the general departments stopped working at 11.30 a.m. and in cash department stopped working after completing quota of work allotted to them. Thereafter the workmen were allowed to continue work. In that case the workmen discharged duty till 11.30 a.m. which was accepted by the bank. Therefore the industrial tribunal did not follow the decision reported in Bank of India, Vs. T. S. Kelawala and others 1992(2) LLJ page 39. Therefore Ext. W2 has no application to the facts of the present case. In this case the employees stayed a strike in between 4 p.m. and 5 p.m. and after the normal working hours, i.e. 5 p.m. they left the premises of the bank. There is nothing to show that the bank accepted their employment or acquiesced the conduct of the employees.

12. Sri K. D. Zachariah, the learned Deputy Legal Manager with the erudite legal acumen and inborn talents of oration vociferously argued that the present case has to be decided in the light of the Supreme Court decision reported in Bank

of India Vs. T. S. Kelawala and other reported in 1992(2) LLJ Page 39. Paras 22 and 23 of the aforesaid decision are extracted below :

"The principles which emerge from the aforesaid authorities may now be stated. Where the contract, Standing Orders of the service rules/regulations are silent on the subject, the management has the power to deduct wages for absence from duty when the absence is a concerted action on the part of the employees and the absence is not disputed. Whether the deduction from wages will be for a longer period will depend upon the facts of each case, such as whether there was any work to be done in the said period, whether the work was in fact done and whether it was accepted and acquiesced in, etc."

There is nothing to show except the oral vibrations of WW1 that no work was yet be done. It has come out in evidence from the testimony of MWs. 1 and 2 that the Reserve Bank of India deals with the public in many matter and it has to discharge statutory functions under various statutes like the Foreign Exchange Regulation Act etc. So the presence of workman till the end of the working period is essential not only for the smooth functioning of the bank but also to protect the interest of the public and also to prevent inconvenience to general public. The workers cannot wriggle out their liability by saying that they had done a part of the work or the work of the full day and then start agitation and demand the wages for the whole day. In the case of employees under the management like the Central Bank of India, "no work, no pay" must be the rule. In order to deviate from this general rule, there is no satisfactory evidence to show that they had done the entire work and that the management has acquiesced or accepted their work for the rest of the day. Applying the decision of the Supreme Court cited Supra, the claim of workers for the whole wage cannot be allowed. If such claim is allowed, it will tantamount to an impetus to the union to start agitation for a short period and then no continue work and insist the management to pay the whole wages. Such a situation has to be avoided for in order to bring out industrial harmony and to prevent inconvenience to the general public. In Syndicate Bank Vs. K. Umesh Naik (Judgment Today) 1994(5)/SC the Supreme Court accepted the ratio laid down in Kelawala case, cited above. As stated by the Supreme Court in case like the present one the interest of the society as a whole, particularly the interest of those who are deprived of their legitimate basic economic rights and are more unfortunate than those in employment and management has to be given worthily weight. The justness or otherwise of the action of the employer or the employee has to be examined also on the anvil of the interests of the society, both in public and private sector. But it is more imperatively so in the public sector undertakings. In a public undertaking, the management is not a capitalist and the labour an exploited lot. The Madras High Court also in Reserve Bank of India Employees Association Vs. RBI opined that the Supreme Court has in Kelawala case sustained the plea of the employer to cut or deduct for one day wages without countenancing any claim for pro-rata in payment.

13. Unshot the above discussion is hold that even though the workers staged demonstration and strike only between 4 p.m. and 5 p.m., the management bank is entitled to effect wage cut for the whole day since the Reserve Bank of India through its branch at Kochi is discharging public duties and public functions. If the plea of the union is accepted it will amount to giving them blank cheque to stage lightning strike for the part of the day and then to go for work and demand full wages. What is paramount is the interest of the public. Viewed in this manner the bank was justified in imposing wage cut for the whole day on 24-1-90. Point to form against the union.

14. In the result, the reference is answered holding that the management of Reserve Bank of India, Cochin was justified in imposing the full day wage cut of 68 employees of Exchange control department involved in demonstration on 24-1-90 between 4 p.m. and 5 p.m. and that therefore the workmen are not entitled to any of the reliefs.

Ernakulam,  
3-8-1995.

VARGHESE T. ABRAHAM, Presiding Officer

## APPENDIX

## Witnesses examined on the side of Management :

MW1. Sri Jaya Murthy.

MW2. Sri K. N. Vijayan Nair.

## Witness examined on the side of Union :

WW1. T. V. Radhakrishnan.

## Exhibits marked on the side of Management :

Ext. M1 Affidavit filed by the management on 14-12-92.

Ext. M2. Copy of a circular dated 6-7-88 from Central Office of R.B.I. to all concerned authorities of the Management.

Ext. M3. Copy of office order dated 23-7-88.

## Exhibits marked on the side of Union :

Ext. W1. Copy of office circular dated 22-9-1987.

Ext. W2. Copy of Award in I.D. 50/91 dated 21-12-92 of the Industrial Tribunal, Kollam.

नई दिल्ली, 19 सितम्बर, 1995

का.ग्रा. 2761.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार 20/21, पिट्स मुरुलीदीह कोलियरी, ऑफ बी.सी.सी.एन. के प्रबंधन के संघर्ष नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक अधिकरण, 2, धनबाद कंपचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को प्राप्त हुआ था।

[संख्या एल.-20012/133/92 आई आर (सी-1)  
ब्राज मोहन, डेस्क अधिकारी

New Delhi, the 19th September, 1995

S.O. 2761.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2 Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of 20/21 Pits Murulidih Colliery of M/s. BCCL and their workmen which was received by the Central Government on 18-9-1995.

[No. L-20012/133/92-IR(C-I)]

BRAJ MOHAN, Desk Officer

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

## PRESENT :

Shri D. K. Nayak, Presiding Officer.

In the matter of an Industrial dispute under Section 10(1)(d) of the I.D. Act, 1947

REFERENCE NO. 107 OF 1993

## PARTIES :

Employers in relation to the management of 20/21 Pits Murulidih Colliery of M/s. Bharat Coking Coal Ltd. and their workmen.

## APPEARANCES :

On behalf of the workmen—Shri Mukherjee, Advocate.

On behalf of the employers—Shri B. Joshi, Advocate.

STATE : Bihar. INDUSTRY : Coal.

Dated, Dhanbad, the 6th September, 1995

## AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012(133)/92-I.R. (Coal-I), dated, the 16th July, 1993.

## THE SCHEDULE

“Whether the action of the management of Mahuda Area of M/s. B.C.C.I., P.O. Mahuda, Dt. Dhanbad denying employment to the dependents of S/Shri Ch Noor Mohammad and 11 others (declared medically unfit) as per annexure below is justified? If not to what relief are the concerned workmen entitled?”

## ANNEXURE

1. Ch. Noor Mohammad.
2. C. R. Bhattacharjee
3. Gobind Singh,
4. Gafur Mia.
5. Azhar Mea.
6. Pahlu Mea.
7. Rajbali Har.
8. Rashid Mea.
9. Salim Mea.
10. Mesa Singh.
11. P.P. Dubey.
12. Usuf Mea.

2. The said reference was made by the Govt. of India, Ministry of Labour on the recommendation of the ALC(C), Dhanbad-II for adjudication.

3. On receipt of the said reference this Tribunal asked the parties to file their W.S. and rejoinder if any as per provision of law.

4. The W.S. filed by the workman on 11-8-1992 discloses that the 12 concerned workmen worked in BCCL, having their record unblemished and as they became unable to perform their duties physically they applied for medical examination and pursuant to the application the management of M/s. BCCL by constituting a Medical Board consisting of eminent doctors under the Chairmanship of the Central Manager made an arrangement for examination of workmen of different units of Mohuda area for the determination of their physical ability.

5. On examination several persons were found physically unfit of which these 12 workers are aggrieved.

6. Pursuant to the report of the said medical board notice was issued on 31-5-1991 by the Supdt. Manager of the colliery which was pasted on the notice board of the colliery declaring the names of the persons who were found medically unfit and an order for stopping their work and in continuation of such order these concerned workmen alongwith others stopped their work. Accordingly as per provision of NCWA which is an outcome of an agreement between the management and the workmen their dependants are entitled to get job but curiously enough a notice was issued by the highest authority directing 55 workmen of 20/21 Pits Colliery to report for their duty within 24 hours of such notice dt. 7-6-91. Pursuant to the said notice issued by the Dy. C.MEE, Dy. Supdt. which was nothing but illegal and arbitrary the concerned workmen alongwith others joined in their service in spite of such medical report in violation of the terms of the NCWA-A strike notice was issued on 30-6-91 for the implementation of such medical report and the terms and conditions of NCWA as a result of such report and there was an attempt of conciliation which failed and the present reference is the out come of that failure on recommendation of the ALC(C), Dhanbad-II. Now the present demand of the workmen as it appears from the W.S. is to provide employment of their dependants with retrospective back wages and arrear wages alongwith consequent benefits.

7. The employers in their W.S.-cum-rejoinder have stated, admitting their workmen to the concerned workmen to be has contended that the present reference is not legally maintainable. The factum of constitution of the medical board by the local management has been challenged and the notice of stoppage pursuant to the order given by the local management declaring them medically unfit to continue on their job was found to be illegal and fraudulent and on such consideration a letter was issued on 7-6-1991 directing the workers including the present workmen to join their duty forthwith and compliance of such notice they joined in their respective duties. It is stated further that they continued in their jobs and the workers of Sl. No. 1, 2, 5, 10, 11 and 12 as per reference have also retired from their services on 1-7-92, 16-10-92, 11-7-92, 4-10-91, 25-12-91 and 11-5-92 respectively. It is stated further that the remaining 6 workmen are also on the verge of their retirement and thereby it is stated that it is against law who has completed more than 58 years of age he will get such benefit as claimed and thereby a manipulated report was obtained which was not approved by the Apex Medical Board constituted by the management and the said action of the local management was against the provision of NCWA-IV and so it was cancelled and thereby no dependant of the concerned workman is entitled to be absorbed or get any job as claimed.

8. In the rejoinder practically in reply to the said reference it is stated as it was stated earlier. In addition to that in para 21 to 27 it is stated that there was unholy combination between the area management and the local union which resulted such formation of the medical board and the order of stopping their works finding them to be unfit without the approval of the highest authority and thereby as per provision of NCWA-IV they are entitled to get the benefit of introducing their dependants as an employee of the BCCL leading to the benefit of the concerned workmen and it is much to say that no reply was given to the ALC(C) and the ALC(C) realising all the matter being influenced practically made the reference which has no basis and thereby the concerned workmen after doing their job full term or going to complete the job more or less full term are not entitled to get relief as prayed for.

9. The concerned workmen in their rejoinder have stated that practically they have been forced to continue in their job inspite of their physical inability as determined by the Medical Board and it is illegal to issue any notification later when it was accepted by the Area management and a notice was issued for stopping the workmen from their work pursuant to the report of the Medical Board to the effect that they were unfit. But they were forced to resume their duties in view of the notice issued by the authority dt. 6-7-91 which is motivated. The management constituted an Apex Medical Board in order to deprive the benefit of the workmen who were declared unfit from the benefit of NCWA and in NCWA there is no rule that after completion of 58 years no workman is entitled to get the benefit of getting job of their dependant if any of them be declared medically unfit. So the entire action thereafter and the finding that the concerned workmen to be medically unfit by the management is arbitrarily illegal motivated and against the natural justice and thereby the reference should be disposed off in favour of the workmen.

10. At the very outset in order to frame the issue for determination in the instant reference I am to quote the reference itself again as the same is the pivot of decision and this Tribunal is to be guided by the principles laid down in a catena of decisions where it has been decided that no Tribunal should travel beyond the terms of reference actually made nor the Tribunal is entitled to import anything beyond the question involved which is literally stated in the reference itself :—

“Whether the action of the management of Mohrda Area of M/s. B.C.C.I. P.O. Mohrda, Dt. Dhanbad in denying employment to the dependants of S/Shri Ch. Noor Mohammad and 11 others (declared medically unfit) as per annexure below is justified? If not, to what relief are the concerned workmen entitled?”

11. After careful perusal of the order of reference I am constrained to observe that I have no scope to decide whether the said 12 persons were wrongly declared medically unfit or not as I am to determine whether the action of the management was justified in denying the employment to the dependants of the concerned workmen (declared medical unfit)?

12. To make it more clear reference their goes to show that practically it was declared them to be medically unfit and only the scope of reference is whether or not giving job for employment to the dependants of said person by the management is justified.

13. If the management was aggrieved for such reference they could take legal recourse for challenging such reference legally as this Tribunal is not competent enough to hold whether that reference is legal or valid one or beyond the scope of the matters represented before the ALC(C). So let me dispose of the reference as it stands now and as it is reflected from the words used therein.

14. It is an admitted position that the employees of BCCL from time to time entered into agreement with the management and thereby NCWA-I to NCWA-IV came into existence. For the present case, let me discuss about the employment of the dependants of the employees who have been found medically unfit and declared so.

15. In NCWA-III clause 9, 4, 3 the rules of employment of one dependent of one worker who has been permanently disabled in his place has been discussed and the same thing has been stated in NCWA-IV.

16. It is a settled principle of law that neither the management nor the union through which workmen are represented can go beyond the terms of agreement leading in such NCWA from time to time and that is accepted by several decisions. Of course this fact or the position of law is not denied by the management. The moot question in this case which was canvassed from the side of the management is that the constitution of the Medical Board which held the concerned workman and others 55 in number to be medically unfit was illegally constituted and when it came to the notice of the highest authority that pursuant to the report of the medical unfitness of those persons by such medical board the order of stopping from work was issued as it appears from Ext. W-3 is illegal though as it was not approved by the D. P. The Apex Medical Board was constituted who held them to be medically fit and before that a notice was issued on 7-6-91 asking the said workmen to join their duty and obey without objection joined and continued their work and some of the concerned workmen have already retired from their job. So it is too late to urge this point it is against principle that a man cannot approbate and reprobate by his own act at the same time.

17. Now to dispose of the said matter though I have already stated it is beyond the scope of this reference I point out certain points incidentally.

18. It is nowhere shown from the side of the management by filing any written document giving chance to the concerned workman that it was not approved by the D.P. though I find in the Ext. W-3 that in some cases subject to approval of the D.P. is noted.

19. In this premises let me refer to the evidence of MW-1 Shri B.N. Dubey as here is no counter evidence from the side of the concerned workman. It is admitted by him that pursuant to the medical report of the medical board at area level the Agent of the colliery stopped the persons from the work by his order who were found medically unfit. It is also in his evidence that as per order of G.M. an Apex Medical Board of the company was constituted who opined the said workmen to be fit for the job. I have carefully perused the report of the Apex Medical Board and it is beyond doubt that they did not concur with the opinion of the medical board constituted by the Area management.

20. But curious enough none of such members of the Board came to the dock to explain why they differed nor it is stated in the report itself reasons for their differing with the earlier medical report.

21. It is needless to say that both the reports are within the control of the management which are seed bed of this litigation and wherefrom we could get why they were considered to be medically unfit and why they were subsequently considered to be medically fit.

22. It was worthy to mention here that the law contemplates that the members of the medical board are vested with the duties to state in details the bio data for coming to their decision and those are the basis for verification and adjudication if any dispute arises later on.

23. But it is unfortunate enough that this Tribunal has been kept in dark by withholding the basis of both the reports containing the details of the result of examination if any and if took place so for appreciation of the finding of the Medical Board constituted by Area as well as by the Management subsequently.

24. It will not be more to say that the Court is the expert of all experts so it will not be wise to form an opinion by any of the parties that it would be futile to place those reports as it as done by the Medical expert people.

25. So withholding of such important document leading two different opinion draws an adverse inference against the management and also lands to form an opinion that it was so produced there was chance of revealing otherwise. So it prevented the management not to place the said report before this Tribunal. In the cross-examination the witness of the management has stated that the medical board of the company originally declared the said workmen to be unfit subject to the approval of the D.P. and the matter was referred to the D.P. but he could not tell what was the opinion of the D.P. and in that matter he has no knowledge whether any paper has been filed by the management in connection with that.

26. Therefore we are also not in a position to see the opinion of the D.P. in this matter who is the competent person to pass such opinion.

27. In this case another feature appears to be very important which is within the knowledge of the management himself only. No paper has been filed from the side of the management to establish the fact whether any of the employee declared to be medically unfit were served with notice for their appearance before the Apex Board and they actually appeared in compliance so. It becomes more so as neither of the Medical Board experts of the Apex Medical Board who reviewed the earlier order has come forward to this Tribunal to support the later report.

28. Therefore, though incidentally it can be said that the cogent and best materials were not produced by the management before this Tribunal for the reasons best known to them to unearth the truth.

29. As regards other points urged by the management is that nobody is allowed to get the benefit of employment of their dependants who has completed the age of 58 years as per rules of NCWA I do not get any support from NCWA-III and IV about such contention. Nowhere it has been stated in the relevant provision that a workman who has attained the age of 58 years would not entitle him to get an employment of his dependant as per NCWA-III and IV. So it is a futile attempt on part of the management to import such interpretation by fishing out such meaning which is not in the agreement itself. Therefore this stand of the management does not hold good.

30. In view of the discussions made above though I repeat again that it is nothing but an incidental one in view of the reference as it does not come within the ambit of such reference. However I am of the opinion that the management has not been able to establish by cogent materials that the workmen found to be unfit crossing age of 58 years would be deprived of from the benefit of clause 9.4.3 of NCWA-III and similarly ruled as embodied in NCWA-IV. Further it is held that the order of review as against the finding of the Area Medical Board does not appear to be based on material and thereby there is no reason to reject

the initial report which was referred for approval of the D.P. who is the competent authority. In view of the fact that no report is forthcoming about such approval or opinion approved by the D.P.C. which is under the custody of the management an inference can be drawn against the management and it is presumed that it was approved by the D.P. So it has not been produced in order to avoid actual situation or it may be that no action was taken from the side of the D.P. which also goes in favour of the concerned workmen for the present purpose.

31. Therefore the first part of the reference that the action of the management of Mohuda Area of M/s. BCCCL P.O. Mohuda, District Dhanbad in denying employment to the dependents of S/Shri Ch. Noor Mohammad and 11 others (declared medically unfit) is against the NCWA and thereby the said action was not justified.

32. Now I am discuss about the relief to be granted to the said workmen. It is a fact that 6 workmen such as workmen of Sl. No. 1, 2, 5, 10, 11 and 12 have already retired within a very short time of the decision of medical unfitness and remaining 6 are going to superannuate after completion of age of 60 years. It is also an admitted facts though it is within the control of the management the workmen did not take any attempt to establish the fact that they practically continued in the service without performing any job for their health ground. But whatever it may be even then they continued which was done at the risk of their life as they were declared medically unfit. But keeping in mind that they have enjoyed the financial benefit in full time their superannuation and the persons who are going to superannuate shortly they are not given full relief as they are entitled to get employment of the dependants as per rules to the extent of 100 per cent as the definition of 'dependant' is wide enough. This Tribunal makes an order that the workmen who have already retired and who are still in continuation of their service will get benefit of employment to one of their dependant son/ unmarried daughter/ and widowed daughter-in-law reside with the concerned workmen only though other dependants have been mentioned in clause 9.4.2 for this purpose.

33. There is claim of back wages. But under the present circumstances no order of back wages is passed as that question does not come in.

34. So the reference is disposed in the light of observations as made above.

35. The management is directed to stop the work of the workmen who are still continuing in service out of those 12 workmen as stated in the reference and to implement the terms and conditions of the Award as discussed and ordered earlier within one month from the date of publication of this Award.

This is my Award.

D. K. NAYAK, Presiding Officer

नई दिल्ली, 21 नवम्बर, 1995

का.आ. 2762--औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जवाहरलाल नेहरू पोर्ट ट्रस्ट के प्रबन्धन के संबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 1, बम्बई के पंचयट का प्रकाशन करती है, जो केन्द्रीय सरकार को 21-9-95 को प्राप्त हुआ था।

[संख्या एल-31011/12/93-आई आर (विविध)]

वी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 21st September, 1995

S.O. 2762.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, No. 1, Bombay as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Jawaharlal Nehru Port Trust and their workmen which has received by the Central Government on 21-9-95.

[No. L-31011/12/93-IR(Misc)]

B. M. DAVID, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, BOMBAY

#### Present :

Shri Justice R. S. Verma, Presiding Officer

REFERENCE NO. CGIT-39 OF 1994

#### Parties :

Employers in relation to the management of Jawaharlal Nehru Port Trust

AND

Their Workmen

#### Ambearances :

For the Management : Mr. D'Souza, Officer.

For the Workmen : Shri J. Sawant

INDUSTRY : Port & Docks

STATE : Maharashtra

Bombay, the 14th September, 1995

#### AWARD

Government of India in the Ministry of Labour has by its order dt. 8-7-1994, referred the following dispute for adjudication to this Tribunal.

"Whether the action of the management of Jawaharlal Nehru Port Trust in reducing the customary concession from 20 holidays to 15 holidays for indoor staff w.e.f. 1-1-1990 is legal and justified? If not, what relief the concerned workmen are entitled to?"

2. Jawaharlal Nehru Port Trust, for short JNPT, has a large number of employees. The case of the workmen is that the employees of JNPT had been enjoying the benefit of holidays on the pattern of holidays as declared by the Government of Maharashtra to its employees. Having regard to the social, educational and cultural background in the state of Maharashtra, the workmen has been enjoying the said benefit right from the inception of JNPT that is from the year 1982. The number of holidays as per the Maharashtra Government are 20 or more in a year.

3. The case of the Union is that a settlement was arrived on 12th of June 1989 between Port authorities and Dock Workers of the Major Ports and one of the terms of settlement was that any facility, privilege, ammuny right benefit, monetary or otherwise or concession which an employee or a category of employees, might be entitled to by way of any award, practice or usage shall not be withdrawn by the management. The terms of the said settlement were binding on the management of JNPT in view of the administrative order issued by the Central Government directing the JNPT to implement the settlement. The case of the Union is that the management of JNPT changed the pattern of grant of holidays and reduced the number of holidays from 20 to 15 w.e.f. the year 1990. The management of JNPT could not have curtailed this customary concession of 20 holidays and the curtailment of holidays is illegal and unjustified. The Union, therefore, claimed that its members be held entitled to enjoy the benefit of holidays on the pattern of holidays declared by the Government of Maharashtra to its employees and they may also be held entitled to receive additional wages for work done on days which were actual holidays in accordance with the aforesaid pattern. They further prayed that the management be directed to restore the practice of granting holidays to the employees on the pattern of Government of Maharashtra and pay the workman additional wages for their

work on days which were actually holidays for them as per the Maharashtra Government pattern.

4. JNPT has filed a written statement opposing the claim of the Union. It has submitted that prior to the year 1990, there were two separate sets of holidays in respect of indoor staff and outdoor staff (field staff). The indoor staff were granted 20 holidays and the outdoor staff were granted 12 holidays. There were verbal representations from the majority of the workmen belonging to the outdoor staff category that disparity between these two categories should be removed. The matter was considered by JNPT and keeping in mind the request of the outdoor staff, who constituted a vast majority, it was decided to have a uniform pattern of holidays to the outdoor staff as well as indoor staff.

5. It is submitted that in accordance with the aforesaid decision, the management of JNPT declared 15 common holidays for all its employees including the indoor and outdoor staff. This was w.e.f. 1990. This change benefited a vast majority of the employees and all the workmen accepted the change and accordingly availed of the said holidays in the year 1990. During that year neither the Union nor any of the employees made any protest with regard to the change in the pattern of holidays. It was submitted that the Union has raised this dispute after a lapse of one year and hence there existed in present no industrial dispute and as such the reference was not maintainable.

6. The management of JNPT denied that it had contravened the settlement of dt. 12th June 1989. It was denied that grant of 20 holidays earlier to the indoor staff constituted a customary concession. The management of JNPT traversed all other pleas, contention, submissions and statements of the union.

7. Both the parties have filed some documentary evidence before the Tribunal. Both of them have not led any oral evidence and have argued the matter on the basis of documentary evidence filed before the Tribunal.

8. I have heard the parties at length. The only question to be adjudicated upon by me, is whether the action of the management of JNPT in reducing the number of holidays from 20 to 15 holidays for indoor staff w.e.f. 1-1-1990 was legal and justified.

9. Before I embark upon a discussion of the evidence led before me, I would like to refer to the celebrated authority of the Apex Court reported in 64(1) LLJ 12 in the matter of Associated Cement Staff Union and another and Associated Cement Company and Others. In that case the workmen had been enjoying holidays on the pattern of the employees of the Maharashtra Government. The number of holidays was more than 20 and the management had reduced the number of holidays to 16. There was an industrial dispute and the Tribunal held that the number of holidays should be 21 instead of 16. This award was challenged and the matter was taken to the Apex Court. The Apex Court dealing with this question stated :

"We have mentioned the growing realisation in the country of the need for increase in the countries productivity alongwith the necessity of better distribution of the wealth produced. It cannot be disputed that a necessary step in this direction is the reduction in the number of holidays. That is the main reason for which we agree with the Tribunal that the large number of public holidays declared by the Government of Maharashtra need not be followed by the Industrial concerns. The figures mentioned by the Tribunal show that in Madras the number of public holidays is fixed at 14, in Andhra Pradesh at 17, in Mysore at 15 and in U.P. at 18. It appears to us that the lesser number of holidays has fixed by these states is more suitable for industrial concerns than the large number of public holidays that have been favoured by the Government of Maharashtra, West Bengal, Bihar, Rajasthan and Gujarat. We find no difficulty, thus, in arguing with the Tribunal that the

number of 21 holidays fixed by him is too large. We are unable, however, to appreciate the reason which weighed with it in awarding 21 holidays though it was itself convinced that that figure was too large".

The Apex Court referred to its earlier Judgement in Pfizer Ltd. case (1963) 1 LLJ 543 and observed it may also be mentioned that in Pfizer Limited case (1963), this Court has fixed 16 as the number of holidays for the workmen. We see no reason why in the present case also that standard should not be followed. We have come to the conclusion that the number of holidays should be fixed at 16".

10. I may state that a poor country like India, which is facing a global competition in its industrial production, can ill afford the luxury of a large number of holidays in its industrial concerns. The country, to enable it to face this competition has to ensure that the quantitative production as well as qualitative production of its industries measures up to world standards. In my opinion, it would be in this background that rival claims of the two parties shall have to be adjudicated upon.

11. The first contention on behalf of the Union is that a settlement in respect of wage revision and liberalisation of terms and conditions of employment of Port & Dock workers at the major Ports had been arrived at on 12th June, 1989. The terms of the said settlement dt. 12th June, 1989 are binding on the management of JNPT in view of the administrative order issued by the Central Government directing the JNPT to implement the settlement. Reliance has been placed in this regard upon Exhibit M-1, a letter issued by Government of India, Ministry of Surface Transport (Labour Division) New Delhi on 3rd of August, 1989 to the Chairman, JNPT. On behalf of the Management of JNPT, it is pointed out that the aforesaid settlement was not made binding on JNPT in its entirety but was made applicable only with regard to revision of pay scales and allowance admissible to class III and class IV employees of JNPT.

12. I find that this contention of management of JNPT is correct. The relevant portion of Exhibit M-1 reads as follows :

"I am directed to refer to your d.o. No. 310/2/89-Secy/1046 dated the 17th July, 1989 on the above subject and to say that the existing pay scales and allowances of the Class III and Class IV employees of Jawaharlal Nehru Port Trust may be revised w.e.f. 1st January, 1990 on the lines of the Wage Settlement dated 12-6-1989. This Settlement was subject to the approval of Government, which has now been conveyed vide this Ministry's letter No. LB-12011/186-R.O. dated 3rd August, 1989, copy enclosed for information. A detailed proposal may accordingly be put up before Board of Trustee for approval."

A bare reading of the above paragraph goes to show that the settlement was not made applicable in its entirety to the employees of JNPT but was confined only to revision of pay scales and allowance admissible to class III and IV employees.

13. It may be stated that JNPT was not party to the aforesaid settlement and the aforesaid settlement was made applicable to it only by virtue of Exhibit-M-1; hence, the Union cannot derive any benefit from the settlement, which was per se not applicable to the management of JNPT.

14. On behalf of the Union reliance was placed on Clause 19 of Settlement. A copy which has been placed on record as Exhibit '2'. This para 19 reads follows :

"Protection of existing benefits merely as a consequence of the implementation of this settlement, any facility, privilege, amenity, right, benefit, monetary or otherwise, or concession to which an employee or a category of employees might be entitled to by way of any award, practice, or usage, shall not be withdrawn, reduced or curtailed, except to the extent and manner as explicitly provided for in this settlement.

This para cannot be invoked by the Union when the settlement in its entirety was not applicable to the JNPT and had been made applicable only with regard to revision of pay scales and allowances.

15. A further contention was raised on behalf of the Union that before withdrawal of any customary concession or change in usage a notice ought to have been given by the management and since no notice had been given in the present case, the concession granted by way of large number of holidays, could not have been taken away without a notice as envisaged by section 9 A fourth Schedule Item 8 of the Industrial Disputes Act. On behalf of the management, it is submitted that this plea was not all taken in the pleading. It is a question of fact if notice had been given or not. When the Union did not take this plea it should not be allowed to take this plea at this late stage. Reliance has been placed in this regard upon 1979 LAB IC 1192 Shankar Chakrawarty Vs. Britannia Biscuit Company. In that case the Apex Court made following observations.

"If there is no pleading raising a contention there is no question of substantiating such a non-existing contention by evidence. It is well settled that allegation which is not pleaded, even if there is evidence in support of it, cannot be examined because the other side has no notice of it and if entertained it would tantamount to granting an unfair advantage to the first mentioned party. We are not unmindful of the fact that pleadings before such bodies have not to be read strictly, but it is equally true that the pleadings must be such as to give sufficient notice to the other party of the case it is called upon to meet. This view expressed in *Tin Printers (Pvt.) Ltd. V. Industrial Tribunal* (1967) 2 Lab LJ 677 at p. 680 (Punj), commends to us. The rules of fair play demand a contention which if proved would be sufficient to deny relief to the opposite side, such a contention has to be specifically pleaded and then proved. But if there is no pleading there is no question of proving something which is not pleaded. This is very elementary.

I find that this contention of the management is correct. The Union nowhere pleaded that a notice had not been given to it before curtailment of the holidays was announced. Had it pleaded this fact, the management could have demonstrated that it was not so. Hence, this contention cannot be allowed to be urged, when foundation for the same had not been laid in the pleadings.

16. Here I may take notice of the contention urged on behalf of the management that there were two sets of employees of JNPT namely the indoor staff and the outdoor staff. Members of indoor staff enjoyed 20 holidays while outdoor staff were granted 12 holidays. To bring uniformity and that too on the representations from the majority of the workmen, the management considered the matter and decided to have a uniform pattern of holidays to the outdoor staff as well as indoor staff and hence impugned action was taken which benefited a vast majority of the employees, who had accepted the changed and had actually availed of the holidays during the year 1990. The Union did not timely raise any protest at all. I find this contention has a lot of merit. The Union should have challenged the impugned action of the management soon after circular dt. 27th December, 1989 had been issued. The Union slept over the entire matter and came out with its grievance only on 28th of January, 1991, when a large number of outdoor staff workmen had already availed the benefit of increased number of holidays.

17. In this very regard, the management has contended that actually there was no industrial dispute in existence in presentee and therefore the reference could not have been made. I need not enter into this question, because I have found that the change in the pattern of holidays introduced by Exhibit W-3 was quite just and proper and could not be said to be illegal or unjustified in any manner. The reference is answered accordingly. Parties be informed of the Award.

Award accordingly. R. S. VERMA, Presiding Officer



नई दिल्ली, 21 सितम्बर, 1995

का.आ. 2963.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, मद्रास के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21 सितम्बर, 1995 को प्राप्त हुआ था।

[संख्या एल-12012/93/90—आई आर वी (आई)]  
पी. जे. माईकल, डेस्क अधिकारी

New Delhi, the 21st September, 1995

S.O. 2763.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Madras as shown in the Annexure, in the industrial dispute between the employers in relation to the management of State Bank of India and their workmen, which was received by the Central Government on the 21-9-95.

[No. L-12012/93/90-JRBI]

P. J. MICHAEL, Desk Officer

#### ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL, TAMIL NADU  
MADRAS

Monday, the 28th day of August, 1995

PRESENT :

Thiru N. Subramaniam, B.A.B.L.,  
Industrial Tribunal,

Industrial Dispute No. 92/1990

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the workmen and the Management of State Bank of India, L.H.O. Madras-1).

BETWEEN

The workman represented by  
The General Secretary,  
State Bank Workmen Staff Union,  
No. 62-A, Gengu Street, Egmore,  
Madras-600008.

AND

The General Manager (Operations),  
State Bank of India, LHO,  
No. 21, Rajaji Salai, Madras-600001.

REFERENCE :

Order No. L-1012/93/90-IR.B.III, dated 31-10-90,  
Ministry of Labour.

This dispute coming on this day for final disposal in the presence of Tvl. T.S. Gopalan, and S. Ravindran, Advocates appearing for the Management, upon perusing the reference, claim and counter statements and other connected papers on record and the workmen being absent, this Tribunal passed the following :

#### AWARD

This reference has been made for adjudication of the following issue :

"Whether the State Bank of India, L.H.O. Madras, have correctly fixed the pay of Shri G.T.S. Raikumar, Clerk, Trichy branch in terms of Ministry of Finance letter No. 10/49/84-Sc(T(B) dated the 10-6-86 ? If not, the pay payable to the workman w.e.f 30-5-77, 1-9-78 and 01-7-83 may be indicated."

No representation for the petitioner. Petitioner not present till 4.00 p.m. Petitioner was not attending Court from 1-2-95 till today. Hence I.D. dismissed for default. No cost.

Dated, this the 28th day of August, 1995.

THIRU N. SUBBRAMANIAN, Industrial Tribunal

नई दिल्ली, 21 सितम्बर, 1995

का.आ. 2764.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केन्द्रीय भण्डारण निगम के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-9-95 को प्राप्त हुआ था।

[संख्या एल-42012/15/94—आई आर (विविध)]

बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 21st September, 1995

S.O. 2764.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Warehousing Corporation and their workmen, which has received by the Central Government on the 20-9-95.

[No. L-42012/15/94-IR (Misc)]

B. M. DAVID, Desk Officer

#### ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL,  
NEW DELHI

I.D. No. 54/95

In the matter of dispute between .  
Shri R.N. Kaushik through  
Shri Abdul Aziz, Vice President,  
CWC Employers Union, Lucknow Unit,  
Central Warehouse, Janta Road,  
Saharanpur-247001.

Versus

The Personnel Manager,  
Central Warehousing Corporation,  
Warehousing Bhawan,  
4-1, Siri Institutional Area,  
Hauz Khas, New Delhi-110016.

APPEARANCES :

Shri Rajaishwar P. Goyle for the workman.  
Shri J.P. Yadav for the Management.

#### AWARD

The Central Government in the Ministry of Labour vide its Order No. L-42012/15/94-IR (Vividh) dated 4-5-95 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management of Central Warehousing Corporation, New Delhi, in inflicting the punishment of reduction of pay to a lower stage of Rs. 485 from his basic pay of Rs. 500 for a period of one year on Shri R. N. Kaushik vide order dated 13-11-86 is just and legal, if not, to what relief the workman is entitled to ?"



2. Shri R.P. Goel appeared on behalf of the workman on 6-6-95, on 27-7-95 and 11-9-95 but his statement of claim was not filed by the representative nor the workman himself appeared since there is no statement of claim. There exist no dispute for determination by this court. No dispute award is given in this case leaving the parties to bear their own costs.

13th September, 1995.

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 21 सितम्बर, 1995

का.प्र. 2765.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ए.बी.सी. एण्ड सन्स (प्रा.) लि. के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 1, बम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-9-95 को प्राप्त हुआ था।

[मं. एल. 31011/6/90/आई आर (विधि)]  
बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 21st September, 1995

S.O. 2765.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, No. 1, Bombay as shown in the Annexure, in the industrial dispute between the employers in relation to the management of A.B.C. and Sons Pvt. Ltd., and their workmen, which has received by the Central Government on the 21-9-95.

[No. L-31011/6/90-IR(Misc.)]  
B. M. DAVID, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, BOMBAY

#### PRESENT :

Shri Justice R. S. Verma, Presiding Officer  
Reference No. CGIT-67 of 1990

#### PARTIES :

Employers in relation to the management of ABC and Sons Pvt. Ltd., Bombay.

AND

Their Workmen

#### APPEARANCES :

For the Management.—Shri Kantharia & Shri Talsania Advocates.

For the Workmen.—Shri Dongre, Advocate.

INDUSTRY : Port & Docks. STATE : Maharashtra.  
Bombay, dated 14th September, 1995

#### AWARD

Government of India in the Ministry of Labour by its letter dt. 10-9-1990 has referred following dispute for adjudication to this Tribunal in exercise of powers conferred on it by clause (d) of sub section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947, (14 of 1947).

#### THE SCHEDULE

"Whether the management of M/s. Ardeshir B. Cursetjee & Sons (Private) Limited—Bombay are justified in

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not extending the Revised Wages and Bonus of 77 days wage to their workmen working on Launches as per the settlement arrived between Major Port Trusts/Dock Labour Board Managements and various Federation of Port/Dock workers on 12-6-1989. If not, to what relief are these workmen entitled?"

2. Bombay Port Trust Employees Union representing 53 workmen, whose names have been set out in Exhibit 'A', has filed its written statement of claim. The claim has been opposed by the employer namely the management M/s. Ardeshir B. Cursetjee by filing written statement. Both the parties have led oral evidence by way of affidavits and they have also led documentary evidence.

3. Briefly stated, the case of Bombay Port Trust Employees Union, hereinafter referred to as the Second Party is that M/s. Ardeshir B. Cursetjee Sons (Private) Ltd., hereinafter referred to as the First Party, carry on the business of Master Stevedors, Dubhashis and clearing and forwarding agents in the Bombay Port Trust area. It is an ancient Company and employs a large number of employees including the crew working on the launches such as first and second class masters, first and second class drivers, oilmen, Sukanis, Sarangs and Khalsis. The 53 employees, whose names have been shown in Exhibit 'A' annexed to the written statement of claim are permanent employees and were appointed on different dates and years between 1956 to 1984. They were respectively provided wage scales as were applicable to other Port and Dock workers at the relevant time. On 12-6-1989 a settlement took place between Chairman Calcutta Port Trust, Chairman Madras Port Trust, Chairman Paradip Port Trust and Managing Director Indian Port Association on one hand and President All India Port and Dock Workers Federation (HMS), General Secretary All India Port and Dock Worker's Federation (HMS), President Indian National Port and Dock Workers Federation (INTUC), General Secretary National Port and Workers Federation (INTUC), Vice President All India Port and Dock Workers Federation (Workers) (HMS), General Secretary All India Port and Dock Workers Federation (Workers) (HMS) Port, Dock and Water front worker's federation of India (AITUC) Water Transport Workers Federation of India (CITU), President Madras Port United Labour Union (AITUC) and General Secretary, Madras Port United Labour Union (AITUC) on the other hand, by which pay scales of workmen were revised w.e.f. 1-1-1988.

4. It appears that the Second Party by a letter dt. 28-10-1989 sent to First Party made certain demands claiming benefit of the aforesaid settlement to which the employer sent a reply Exhibit 'C' dt. 28th October, 1989 rejecting the demands of the Second Party. As regards claim pertaining to bonus the employer stated "we further state our Company being a member Company of Stevedoring Association is bound by an agreement wherein 77 days payment towards bonus and exgratia is agreed. The Bombay Port Trust Employees Union is not a party to the said settlements. The Company cannot shoulder the burden as such the employees working on launches would be offered 8.33 per cent towards bonus payment". Thus, the First Party declined to give benefit of the impugned settlement to the 53 workmen in question.

5. It appears that the Second Party raised an industrial dispute. Eventually the Government of India in the Labour Ministry made the reference as above.

6. The case of the Second Party is that the employees concerned in this reference are covered by settlement dt. 12-6-1989 and as such they are entitled to revision of wages. It is further pleaded that the employer First Party being admittedly member of the Stevedoring Association, which had agreed to bonus and exgratia equal to 79 days of wages to employees, was liable to pay wages as bonus and exgratia.

7. The case of the Second Party further is that the First Party was refusing to pay bonus and exgratia because the Second Party was not a party to the settlement in question. It is pleaded that it was immaterial whether concerned employees were members of the Second Party or some other Union.

8. The case of the Second Party further is that Director Ministry of Surface Transport had written a letter dt. 26-9-1989 to Chairman of all Port Trust and Dock Labour Boards by which they were requested to use their good offices to ensure that all dock workers handling cargo within port premises who are not registered or listed with Dock Labour Boards also get wages according to the terms of settlements dt. 12-6-1989 from their respective employers. It is urged that this made Second Party liable to pay revised wages to the workmen in question.

9. The case of the Second Party is that the First Party has its certified Standing Orders for unregistered monthly and daily rated workmen. (Ex. 'E'). The employees are classified as (a) to (z) and (aa), (ab), (ad) and (ae). It is pleaded that the First Party has granted revision of wages as per aforesaid settlement and has paid bonus and exgratia equal to 77 days to all its employees classified as (a) to (u) in clause 2 of the Standing Orders. The wage revision of payment of bonus and exgratia is denied to remaining employees classified as (v) to (z) and (aa), (ab), (ac), (ad) and (ae). The case of the Second Party is that this is unfair, unjust and discriminatory and the workmen classified in the above categories are being treated vindictively. The case of the Second Party further is that prior to the aforesaid settlement the Director Ministry of Surface addressed a letter dt. 6-10-1987 to Chairman of all major Port Trust and Labour Boards stating therein that it was decided to grant interim relief. Therein as stated w.e.f. 1-1-1986 to class III & IV employees and workers and Major Port Trust and Dock Labour Boards who are on industrial dearness allowance pattern. This interim relief is purely interim and shall be absorbed in wage settlement to be negotiated for revision of Port and Dock workers to be effective from 1-1-1988. It is pleaded that the First Party has given effect to this letter and has granted interim relief to all its employees including the employees concerned in the present reference and this interim relief was continued to be paid regularly till 46 employees out of the concerned employees were illegally retrenched and from 22-10-1990. It is pleaded that if the First Party did not intend to make applicable wage scales and other conditions of service as per settlement (Ex. 'B') there was no reason why the First Party Company should have at all granted interim relief in accordance with the aforesaid letter.

10. It is further pleaded that the First Party Company granted revised wage scale as per the impugned settlement to the employees concerned in this reference for the months of August and September 1989 and they were also paid an advance of Rs. 2,500 (Rupees Two Thousand & Five Hundred only) in cash each towards arrears on account of wage revision effective from 1-1-1988. It was a conscious decision of the First Party Company. It was an after thought by the First Party came out with a case that revised wage scales were wrongly and mistakenly granted. It was submitted that such a contention was devoid of all merits and should not be countenanced.

11. It has been further pleaded that there is usage or practice for the First Party to give the benefits of wage revision and conditions to service to its employees as are given to Port and Dock workers without any discrimination. It was pleaded whenever there was revision of wages payable to Port & Dock workers the same revision was also granted by the First Party Company to all its employees including the present employees for last number of years. To illustrate this point certain, details have been furnished.

12. It was then pleaded that the First Party Company was earning huge profits in its business and was financially sound and was thus having capacity to pay its employees revised wages bonus and exgratia as per demand of the workmen concerned in this reference. Upon such averments the Second Party has claimed that the First Party is liable to pay revised wages and bonus to the workmen concerned in accordance with the impugned settlement and the management of First Party Company is not justified in not extending the revised wages and bonus of 77 days wages to their workers who were working on launches.

13. The First Party has opposed the reference and has filed its written statement. A preliminary objection was taken that services of all the employees concerned in the present reference were terminated by a letter dt. 22nd

October, 1990 and hence the reference has become infructuous. A further preliminary objection was raised to the effect that the impugned settlement covered only class III & IV employees employed by the major Port Trust of Bombay, Calcutta, Madras, Bishakhapatnam, Kochin, Marma Gora Port Trust, Kandla, Pardib, Tutikuram and New Mangal including the workers covered by the scheme if any, framed under section 42 of the Major Port Trust Act of 1963 and were paid directly by the Port Trust. Employees in question were not such employees. None of the workmen concerned in the present reference were in any way covered by the said settlement. The Bombay Port Trust Employee's Union representing the workmen in the person was not even a party to the settlement. The employees concerned in the present reference were neither employed by any of the Major Port Trust nor they were employed by the Dock Labour Board, nor registered or listed under any of the schemes framed under the Dock Worker's (Regulation of Employment) Act of 1948. Thus the said settlement was not at all applicable to the employees concerned in the present reference and the reference was liable to be rejected with costs.

14. Party No. 1 denied that employees in the present reference were provided wage scales as per the wage scale applicable to the Port & Dock Workers. It was further denied that the workmen were entitled to wage scales as per the settlement dt. 12-6-1987. It was pleaded that bonus and exgratia equivalent to the 77 days were payable only to the employees who were covered by the agreement. It specifically reiterated that the impugned settlement did not cover the employees concerned in the present reference.

15. As regards interim relief it was submitted that it has been paid pursuant to negotiations and understanding between the management and the National Dock Worker's Union. It was further submitted that merely because such interim relief had been paid to the employees, it did not mean that settlement dt. 12-6-1989 would be applicable to the employees concerned in the present reference. It was also pleaded that the revised wage scale were paid as per settlement dt. 12-6-1989 to the concerned employees due to mistake and inadvertence and the Second Party could not base the justification of its demand on a genuine bonafide mistake on the part of the First Party. It denied thus the demand raised by the Second Party could be justified on the ground of any usage or practice. It was submitted that there could never be usage or practice in respect of wage scales, which were governed by a settlement. It was further denied there was any usage or practice for the First Party Company to apply and give some benefits of wage revision and other conditions of service as were given to the Port and Dock workers. It was submitted that the wages and service conditions of the employees concerned in the present reference were determined and fixed in accordance with the various understandings and settlements between the management and the Union. It was denied that the wage scale and the other service conditions of employees concerned in the present reference were throughout the same as that of Port and Dock worker in the Bombay Port. It was denied that whenever there was revision of wage payable to Port and Dock workers the same revision was also granted by the First Party Company to all its employees including the employees concerned in the present reference. It was submitted that parity between the wage scales of Dock workers and the employees concerned at some earlier time did not justify the demand raised by the Second Party. It was denied that the First Party had ever given effect to the settlement dt. 12-6-1989 so far as the employees concerned in the present reference were concerned though by mistake wages for a short period were paid as per settlement. It was pleaded that the retrenchment of the employees concerned in the present reference had been legally made. Upon such averments, it was submitted that the demand made by the Second Party was totally unjustified, unsustainable and was liable to be rejected.

16. As already stated both the parties led oral evidence as well as documentary evidence. On behalf of the workmen Second Party affidavit of Shri Kurnuruddin A. Gufler was filed. He was subjected to cross-examination on behalf of the First Party Company. On behalf of the First Party affidavit of M. Shadanand Advani was filed who was also subjected to cross-

examination by the other side. Both the parties filed some documentary evidence as well.

17. I have heard the Learned Counsel for both the parties at some length. The question before me is whether the First Party Company was justified in not extending the revised wages and bonus of 77 days wage to their workmen working on launches as per the settlement arrived between Major Port Trust/Dock Labour Board management and various Federation of Port/Dock workers on 12-6-1989. If not to what relief the workmen entitled.

18. Admittedly First Party Company was not party to the settlement in question. Likewise the Second Party in this reference was also not a party to the aforesaid settlement dt. 12-6-1989. Exhibit 'B' is the settlement which is said to have been arrived at between certain managements and certain representatives of labour as detailed below:-

Representating Management	Representating Labour
(M. K. GUPTA), Chairman, Calcutta Port Trust.	(S. R. KULKARNI), President, All India Port and Dock Workers Federation (HMS).
(A. BALRAJ), Chairman, Madras, Port Trust.	(S. C. C. ANTHONI PILLAI), General Secretary, All India Port and Dock Workers' Federation (HMS).
(P. K. MISHRA), Chairman, Paradip Port Trust.	(JAMKI MUKHERJEE), President, Indian National Port and Dock Workers' Federation (INTUC).
(H. N. POEADAR), Managing Director, Indian Ports Association.	(G. KALAN), General Secretary, Indian National Port and Dock Workers' Federtion (INTUC).

This position is not in dispute before me.

19. Section 18 of the Industrial Disputes Act which deals with persons on whom settlement and Awards are binding, reads as follows :

"Persons on whom settlements and Awards are binding.

- (1) A settlement arrived at by agreement between the employer and workmen otherwise than in the course of conciliation proceedings shall be binding on the parties to the agreement (a).
- (2) Subject to the provisions of sub-section (3), an arbitration award (b) which has become enforceable shall be binding on the parties to the agreement who referred the dispute to arbitration (c).
- (3) A settlement arrived at in the course of conciliation proceedings under this Act ("or an arbitration award in a case where a notification has been issued under sub-section (3-A of S. 10-A) (d); or an award or a Labour Court, Tribunal or National Tribunal) (e) which has been become enforceable (f) shall be binding on—
  - (a) all parties to the industrial dispute;
  - (b) all other parties summoned to appear in the proceedings as parties to the dispute unless the Board (Arbitrator), (g) (Labour Court, Tribunal or National Tribunal) (h), as the case may be records the opinion that they were so summoned without proper cause;
  - (c) where a party referred to in clause (a) or clause (b) is an employer, his heirs, successors or assigns in respect of the establishment to which the dispute relates;
  - (d) where a party referred to in clause (a) or clause (b) is composed of workmen, all persons who were employed in the establishment or part of the es-

tablishment, as the case may be, to which the dispute relates on the date of the dispute and all persons who subsequently become employed in that establishment or part (i).

Clause I of the aforesaid section is directly applicable to the present case which specifically mentions that such a settlement shall be binding on the parties to the agreement. The First Party and the Second Party were admittedly not parties to the Settlement at all. Hence, it is difficult to say that the settlement as such was binding on first Party or Second Party in any way. Now a look at the terms of the settlement would be apposite. Clauses 2 & 3 of this settlement are germane and relevant to the discussion in hand and are reproduced below in extenso.

#### Terms of Settlement

2. It is agreed that the existing wage structure and terms and conditions of employment, applicable to Class III and IV port and dock employees, at the following major ports will be revised as under :—

#### 3. Coverage

The revised wage structure will apply to and cover the following Class II and Class IV employees :

- (i) Persons employed by the Major Port Trusts of Bombay, Calcutta, Madras, Vishakhapatnam, Cochin, Mormugao, Kandla, Paradip, Tuticorin and New Mangalore including the workers covered by the Sohaman, if any framed under section 42 of Major Port Trust Act, 1963 and are paid directly by the Port Trust;
- (ii) Persons employed by the Dock Labour Boards and their administrative bodies at Bombay, Calcutta, Madras, Visakhapatnam, Cochin, Mormugao and Kandla; and
- (iii) Persons registered or unregistered (listed) under any of the Schemes framed under the Dock Workers (Regulation of Employment) Act, 1948.

20. It is on these clauses that the workmen base their claim and more particularly on sub-clause 3 of clause 3. Admittedly the workmen in the present case are not class III and IV port and dock employees. There is neither pleading nor evidence to this effect. Hence, the workmen confine their case to aforesaid sub-clause 3 and it is submitted that the workman concerned in this dispute are persons unregistered (listed) under a scheme framed under the Dock Workers (Regulation of Employment) Act of 1948. On behalf of the First Party that is the employer, this position has been disputed seriously and it is submitted that the workmen concerned in the present dispute are not unregistered (listed) under any scheme framed under Dock Workers (Regulation of Employment) Act of 1948. It has to be seen if the contention on the part of workmen is correct. True copy of certified Standing Order pertaining M/s. Ardeshir B. Cursetjee and Sons (Private) Limited Bombay have been exhibited as Exhibit-E. In these regulations clause 2(c) defines 'unregistered workman' as follows :—

"Unregistered workmen" means a workman who has not been registered with the Bombay Dock Labour Board as such and it includes persons (including probationer) employed by the employer to do any skilled or unskilled, manual, supervisor, technical or clerical work for hire or reward whether there terms of employment be express or implied.

Clause 2 of these regulations deals with classification of workers and reads as follows :

#### 2. CLASSIFICATION OF WORKERS.

The unregistered Dock Workmen covered by these Standing Orders are as follows :

- (a) Foreman
- (b) Chageman
- (c) Supervisor
- (d) Assistant Supervisor
- (e) Table Clerk

- (f) Tally/Sorting Clerk
- (g) Dock Clerk
- (h) Delivery in Charge
- (i) Delivery Clerk
- (j) Clearing/Forwarding in Charge
- (k) Clearing/Forwarding Clerk
- (l) Piece Rate in Charge
- (m) Piece-Rate Clerk
- (n) Head Office and Dock Offices Establishment Staff.
- (o) Accountant and Cashier
- (p) Peon and Hamal
- (q) Dubashing Department Staff
- (r) Godown Kharasi
- (s) Gear Gand Tindel and Worker
- (t) Gear Godown Worker Khalasi
- (u) Listed workmen of all categories and their unlisted counterparts
- (v) Barge/Padav Tindel
- (w) Barge Khalasi or Bargemen including daily rated Bargemen
- (x) Launching Syreing
- (y) Launch Driver
- (z) Launch crew including Sukhani
- (aa) Darukhana Repair Department workmen
- (ab) Pump Driver including fitter and mechanic
- (ac) Fitter and Mechanic
- (ad) Motor Car Lorry/Truck Driver
- (ae) Any other category of monthly or daily rated workmen who have not been mentioned above or who may be employed in future

A bare reading of this clause goes to show that the workmen concerned in the present dispute are unregistered Dock Workmen within the meaning of Certified Standing Orders pertaining to the First Party. Now it further remains to be seen if the workmen concerned in the present dispute can be said to be unregistered workmen under a scheme framed under the Bombay Dock Worker's (Regulation of Employment) Act, 1948. The Bombay Dock Workers (Regulation of Employment) Scheme 1956 has been placed before me for perusal during the course of arguments. Clause one of the scheme gives the nomenclature of the scheme. Clause 2 deals with objects and application. Sub-clauses 2 and 3 of this clause read as follows:

"(2) The Scheme relates to the Port of Bombay and applies to the classes or description of Dock Work and dock workers set out in Schedule 1:

Provided that the Scheme shall not apply to any dock workers unless he is employed or registered for employment as a dock worker.

(3) The scheme shall apply to registered dock workers and registered employers."

Schedule I appended to this scheme reads as follows:

#### SCHEDULE I

See clause 2(2)

"Classes or description of dock worker and dock workers to which the Scheme applies:—

- (1) Stevedoring work other than coal, passenger baggage and mail work.
- (2) The following categories of stevedore workers:—
  - (a) Foreman
  - (b) Chargeman
  - (c) Stevedore Tindel
  - (d) Winchman
  - (e) Hatch Foreman
  - (f) Khalasi
  - (g) Stevedore worker-senior
  - (h) Stevedore worker-junior
  - (i) Tally and sorting clerk"

This Schedule was later amended and the amended schedule reads as follows:

#### "SCHEDULE I

[See clause 2(2)]

1. Stevedoring work other than coal, passenger baggage and mail work.

2. The following categories of stevedores workers:—

- (a) Foreman (including Head Foreman and Assistant Foreman)
- (b) Chargeman
- (c) Stevedore Tindel
- (d) Winch Driver
- (e) Hatch Foreman
- (f) Khalasi
- (g) Stevedore Worker senior
- (h) Tally and sorting clerk
- (i) Tindel of General Purpose Mazdoor
- (j) General Purpose Mazdoor
- (k) Cargo Supervisor
- (l) Assistant Cargo Supervisor
- (m) Dock Clerk"

In view of the aforesaid provisions, it is difficult to say that the workmen concerned in the present dispute are unlisted Dock Workers within the meaning of the Bombay Dock Workers (Regulation of Employment) Scheme, 1956.

21. On behalf of the workmen, affidavit of workman Shri Kumruddin A. Guffur was filed in support of their case. I have gone through the affidavit of Shri Kumruddin A. Guffur carefully. He does not say that the workman concerned in this dispute were unregistered workmen within the meaning of the Bombay Dock Workers (Regulation of Employment) Scheme, 1956 as amended from time to time. Even the written statement of claim does not say so specifically or even by implication. This position appears to have been clear to the Second Party in as much as in para 7 of its written statement of claim, it made the following averment:

"Even assuming that the settlement dated 12-6-1989 and agreement regarding bonus and exgratia do not cover the employees concerned in this reference, yet that would not make any difference in view of the facts and circumstances stated hereunder."

I, therefore, find that the workman concerned in the present dispute do not possess the status of unlisted Dock Workers under a scheme framed under the Dock Workers (Regulation of Employment) Act of 1948.

22. The Second Party has rested its claim on certain other facts also and it is to be seen if workmen concerned in this dispute can claim benefit of the settlement in question on basis of such facts. In para 12 of its written statement of claim, the Second Party has inter-alia pleaded that there is usage or practice in the First Party Company to apply and give the same benefit of wage revision and other conditions of service as are given to Port and Dock workers without any discrimination. In my opinion, benefit of a settlement cannot be claimed on an alleged ground of usage or practice at all. Factually, it does appear that earlier whenever there was a wage revision and revision of other conditions of service of Port and Dock Workers, benefit of such revision was extended to the workers concerned in the present dispute. This position has been amply proved in the present case and has not been challenged on behalf of the First Party but nonetheless, the fact remains that benefit of impugned settlement pertaining to revision of wage and other conditions of service cannot be asked on the basis of past usage and practice.

23. On behalf of the Second Party it was strenuously contended that there was a hostile discrimination practice against the workmen concerned in the present dispute vis-a-vis other employees and they should have been given the revised wages as had been given to other Dock Workers serving under the First Party. In my opinion, this contention does not stand scrutiny. The question of hostile discrimination arises when all the workers are similarly placed and some of them

have been given inferior scale. Such a hostile discrimination would arise when the workers discriminated against, perform the same duties as are being performed by other workmen in whose favour discrimination has been made. The duties performed must quantitatively and qualitatively be the same. If the duties performed are not similar qualitatively or quantitatively, then no charge of hostile discrimination can be levelled. Equal treatment implies that all workmen are situated and circumstanced equally. In the present case there is neither pleading nor proof that the workmen concerned in the present dispute have been discharging similar duties qualitatively and quantitatively as were being performed by other workmen in whose favour the wage revision was made. Thus, this contention is devoid of any substance and does not help the Second Party in any way.

24. In this very regard a further ground has been taken in the written statement of claim that the First Party Company is earning huge profit and is having sound financial position and has a capacity to pay to its employees revised wage scales and bonus and ex-gratia as per demand of the workmen concerned in this reference. In my opinion, this contention is neither here nor there and it has to be stated only for the sake of rejection.

25. It has also been contended on behalf of the First Party Company that services of the workmen concerned in the present dispute had been terminated and hence this reference was incompetent. The contention deserved to be stated only for the sake of rejection because if the workmen concerned in the present dispute are held entitled to payment of revised wages, such revision of wages would be payable only upto date of retrenchment and not thereafter. The retrenchment does not affect their right to receive revised wages for the period upto the date of retrenchment. Hence, the objection is overruled.

26. Here, I may state that the workmen concerned in the present dispute stand on a surer footing when they plead and contend that the First Party Company had granted them revised wage scales as per the impugned settlement and had also paid Rs. 2,500 (Rupees Two Thousand and Five Hundred) in advance, in cash to each employee or workmen concerned in this reference on account of wage revision effective from 1-1-1988 and the First Party Company was not justified in contending that the revised wage scale were wrongly and mistakenly granted. The Company was not justified in withdrawing the same and in recovering the excess amount paid to each employee in this reference.

27. It is an admitted position on behalf of the First Party that in fact benefit of wage revision was granted to the workmen concerned in the present dispute for months of August and September, 1989 and each one of them had also been paid arrears on account of wage revision effective from 1-1-1988. The First Party Company has taken the stand that such wages had been paid due to mistake and inadvertence and as soon as the mistake was realised, the management had corrected the position and had also adjusted the excess amount paid to the workmen.

28. The First Party Company has not elaborated or specified in what manner and inadvertence or a mistake crept in, resulting in payment of revised wages to the workmen concerned in the present dispute. It has not been shown if it was under some mistake of fact or of law that wages were paid. It has not been shown if a mistake had taken place at the clerical level or at the decision making level. When the Company wanted to take shelter behind a plea of mistake, it should have placed all the relevant facts before the Tribunal as to in what manner and circumstances, a mistake, if any took place. It is only an ipse dixit of the management to say so. No contemporaneous record has been produced to substantiate the averment of mistake and inadvertence. The First Party Company is an ancient Company employing a large number of employees and minutes must have been recorded to show under what circumstances payment of revised wage and arrears were made to the workmen concerned in the present dispute. Such minutes have not been produced.

29. The truth appears to be that the First Party Company had been paying revised wages to the workmen concerned in the present dispute on the basis of earlier settlements under which revised wages were being paid to other Dock Workers. When the impugned settlement took place, the same practice appears to have been adopted. The plea of mistake or inadvertence appears to be clearly an after thought

with a view to save the First Party from its financial liabilities arising due to wage revision already made, even though for a short duration or two months. Once the First Party Company had revised the wages payable to the workmen concerned in this dispute, the wage became a term and condition of employment. Such the wages could not have been reduced and the alleged excess amount paid to the workman could not have been adjusted in subsequent months on the specious plea of mistake. This reduction in wages clearly amounts to change of service conditions for which notice was required to be given in accordance with the provisions of section 9A read with Fourth Schedule of the Industrial Disputes Act of 1947. It is nobody's case that the First Party Company made or effected the aforesaid change in wages of the workmen concerned in the present dispute after due notice to them. It was a unilateral action on the part of the First Party Company whereby it reduced the amount of wages payable to the workmen concerned in the present industrial dispute, which action to my mind was not permissible at all.

30. I may frankly concede that the impugned settlement did not per se apply to the present parties. However, it appears reasonable to hold that when a wage revision was made in respect of other employees the Company also granted wage revision to the workmen concerned in the present dispute on the basis of the impugned settlement and such revised wages became an integral part of the term of employment. As stated already, the Company has not placed on record any contemporaneous documentary evidence to show that this revision of wages was not a conscious and deliberate action on its part, and had taken place due to mistake. Once a revision had been made, the workmen concerned in the present dispute were entitled to draw the wages and bonus in terms of the revised scales. At cost of repetition, I will like to state that the impugned settlement by itself did not apply to the present workmen. But in a loose sense, the revision of their wages was a sequel to the impugned settlement and flew from the said settlement. It is in this sense that, I find that the management of M/s. Ardeshr B. Cursetjee (Pvt.) Ltd. were not justified in not extending the revised wages and bonus of 77 days wages to their workers working on launches as per the settlement arrived between major port trust/dock labour management on 12-6-1989. The reference is answered accordingly. The First Party Company should pay to its workmen the wages and bonus as per revision already made by it i.e. at the same rate at which payments were made for August, 1989 and September, 1989. No recoveries shall be made on the ground that those payments were made due to mistake. If any recoveries have been made, the amount of such recoveries should be refunded to the workmen concerned.

R. S. VERMA, Presiding Officer

नई दिल्ली, 21 सितम्बर, 1995

का.आ. 2766.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केन्ट बोर्ड, आगरा के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचवट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21 सितम्बर, 1995 को प्राप्त हुआ था।

[संख्या एन-13011/2/89—आई आर (डोरू)]

के. वि. बी. उण्णी, डेस्क अधिकारी

New Delhi, the 21st September, 1995

S.O. 2766.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Kanpur as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Cantt Board, Agra and their workmen, which was received by the Central Government on 21-9-95.

[No. 1-13011/2/89-IR(DU)]

K. V. B. UNNY, Desk Officer

## ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, PANDU NAGAR, DEOKI  
PALACE ROAD, KANPUR

Industrial Dispute No. 104 of 1990

In the matter of dispute between

President,  
Cantt. Board Employees Union.  
2/236 Namneir Agra.

AND

Executive Officer,  
Cantt. Board Agra.

## AWARD

1. Central Government, Ministry of Labour, vide its notification No. 1-13011/289/I.R.D.U. dated 29-3-90 has referred the following dispute for adjudication to this Tribunal :—

Whether the action of Executive Officer, Cantt. Board Agra in terminating the services of Sh. Jyoti Prasad, Tara Chand, Shiv Charan, Rakesh and Govardhan w.e.f. 19-12-87 and Smt. Tunis Marks w.e.f. 29-4-87 is justified? If not, what relief these workmen are entitled to and from what date?

2. In this case there are five workmen and one lady work woman. The case of five workmen, namely, Jyoti Prasad, Tara Chand, Shiv Charan, Rakesh and Govardhan falls in one group while the case of lady workwoman Smt. Tunis Marks in other group.

3. In the written statement it has been alleged that the concerned workmen except Govardhan were appointed on 8-1-87 whereas as Govardhan was appointed on 14-6-86 as Safai Karamcharies. Prior to that there were several other safai karamcharies who were regularised on account of order of this Tribunal in Industrial Dispute Case. Likewise the concerned workmen also requested for their regularisation hence management of Cantonment Board Agra dispensed with their services w.e.f. 19-12-87. It is alleged that like previous safai karamcharies the applicant too were entitled for regularisation and remaining in service. Further after termination of services of these workmen the management has appointed one Nand Ballabh Joshi. These workmen were entitled for priority in this regard.

4. As regard the claim of Smt. Tunis Marks it is alleged that she was appointed as Midwife on 14-7-85. Her services were terminated on 29-4-87. This termination is illegal as there has been breach of section 25H of the Industrial Disputes Act as one Dr. Anoop Khare was retained in service.

5. In their reply the management has alleged that concerned workmen were appointed for short periods from 8-1-87 except Govardhan who was appointed on 14-7-86 keeping in view the exigencies of work. With regard to regularisation of previous workmen it is alleged that the same was done after obtaining consent from defence ministry, Government of India. The management board was warned that in future such appointment should not be made. No junior workman was retained in service. As regards the case of lady workwoman Smt. Tunis Marks it is alleged that she was appointed for a short period from 3-3-86 to 30-6-86 on daily wages after retirement of her mother. Further she was over age when selection in regular course was done. The services of this lady workwoman were dispensed with. It is also alleged by the management that Smt. Tunis Marks cannot be equated with Dr. Anoop Khare as he is professional.

6. In the rejoinder nothing new has been said.

7. The case of the concerned five workmen will be taken up first. There is no dispute that all the concerned workmen except Govardhan were appointed on 8-1-87 whereas Govardhan was appointed on 14-7-86 and their services were dispensed with on 19-12-87. Thus they had worked for much more than 240 days in a calendar year. Even if the case of the management is accepted that their services continued from time to time by issuing appointment letters for short duration of fixed period, that will not relieve the management from undergoing the service of complying with the provisions of section 25F of the Industrial Disputes Act. In other words if a workman is allowed to work for more than 240 days by issuing appointment orders for fixed period continuously it will not make difference and it will be deemed that such workman has rendered continuous service for 240 days in a calendar year for attracting the provisions of section 25F of the Industrial Disputes Act, 1947. Further issuing of such appointments letters of short duration amount to unfair labour practice as well. Admittedly the management board has not paid any retrenchment compensation and notice pay to the concerned workmen before dispensing with their services, hence there has been breach of section 25F of the Industrial Disputes Act. As such termination of services of all the concerned workmen is bad in law. I have not referred to the evidence adduced by the parties as on above facts on the basis of which findings have been recorded are not in dispute.

8. It is not proved that Nand Lal Joshi had been recruited for the same job which was being held by the workmen. It is obvious from the appointment letter dt. 22-12-87. Further Jyoti Prasad who had filed affidavit on behalf of the concerned workmen has also pleaded ignorance about it. Hence, it cannot be challenged on the ground of section 25H of the Industrial Disputes Act, 1947.

9. Now the case of workwoman Smt. Tunis Marks may be taken up. Although there is affidavit of Jyoti Pd., I am not inclined to accept it as it is not based on his personal knowledge. He has pleaded ignorance about the case of this lady. On the contrary from the evidence of R. D. Sharma, Office Superintendent it emerges out that the concerned lady workman was appointed for a short duration as pleaded by them in place of her mother. In my opinion such a workman who has worked for about 90 days has no right whatsoever under any provision of Industrial Disputes Act, specially when it was a stop gap arrangement till regular appointment was made. Further she was overage. As such she had no legal right to remain in service and her case cannot be equated with Dr. Anoop Khare who is full fledged doctor. As such she is not entitled for any relief as no provisions of industrial disputes Act has been infringed in her case.

10. In the end my award is that all the five workmen are entitled to be reinstated in service with back wages from the date of reference, whereas Smt. Tunis Marks lady workwoman will not be entitled for any relief.

11. Management is also directed to pay Rs. 200 as costs of the case.

12. Reference is answered accordingly.

13-9-1995.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 22 सितम्बर, 1995

का.प्रा. 2767.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बुन्देलखण्ड क्षेत्रीय ग्रामीण बैंक के प्रबन्धन के संवर्धन नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण, जबलपुर के पंच-पट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-9-95 को प्राप्त हुआ था।

[संख्याएँ—12011/85/89—आई आर बी-1]

पी. जे. माईकल, डेस्क अधिकारी

New Delhi, the 22nd September, 1995

S.O. 2767.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bundelkhand Kshetriya Gramin Bank and their workmen which was received by the Central Government on the 21-9-95.

[No. L-12011/85/89-IRBI]

P. J. MICHAEL, Desk Officer

## ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (MP).  
CASE REF. NO. CGIT/LC(R)(110)/1990

## BETWEEN

Shri Panchamlal Yadav S/o Shri Mohan Lal Yadav, village Karmora P.O. Jaria Tah, Jatara, District Tikamgarh (MP).

## AND

The President, Bundelkhand Kshetriya Gramin Bank, Nutan Bihar Colony (Dhonga) Tikamgarh (MP)-472001.

PRESIDED IN : By Shri Arvind Kumar Awasthy.

## Appearances :

For Workman : Shri P. K. Atulri, Advocate.

For Management : Shri R. Maindiretta, Advocate.

INDUSTRY : Banking DISTRICT : Tikamgarh (MP).

## AWARD

Dated : September 6, 1995

This is a reference made by the Central Government. Ministry of Labour, vide its Notification No. L-12011/85/89-IR (Bank-1) dated 18-4-1990, for adjudication of the following industrial dispute :—

## SCHEDULE

"Whether the action of the management of Bundelkhand Kshetriya Gramin Bank, Tikamgarh in terminating the services of Shri Panchamlal Yadav S/o Shri Mohan Lal Yadav, Ex Messenger, w.e.f. 12-12-1985 (A.N.) is justified? If not, to what relief the workman concerned is entitled?"

2. Admitted facts of the case are that the workman, Panchamlal Yadav, worked in the Branch of Bundelkhand Kshetriya Gramin Bank, village Karmora, Jatara, district Tikamgarh for cleaning of Branch Office.

3. The case of the workman is that he was appointed on 26-12-1980 in the said Branch of the Bank for cleaning the branch office and to work as messenger and he has worked continuously upto 12-12-1985, but even after the completion of more than 240 days work, his services were illegally terminated in violation of Sec. 25F, H & N of the Act without paying the compensation and the required notice. The workman has prayed for reinstatement with full back wages.

3. The case of the management is that the workman, Panchamlal Yadav, was employed as messenger on daily wages and on contract basis and he was kept for part time employment; that there was a theft committed in the Branch of the Bank and on account of loss of confidence the services of the workman were terminated with effect from 12-12-1985 by the management. Management has specifically denied that the workman has continuously worked from 1980 to 1985 for more than 240 days in a calendar year and that the provisions of Sec. 25F of the I.D. Act was violated by the management. The management has alleged that the termination of the workman is not retrenchment as the workman was employed on contract basis and paid fixed emoluments as laid down by the local Collector.

4. Terms of reference was made the issue in the case.

5. Workmen has examined himself and the management examined Shri G.P. Ahirwar to prove their case.

6. Workman, Panchamlal Yadav, has stated that he has continuously worked from 26-12-1980 to 12-12-1985 as a peon in the Bank. Panchamlal Yadav has admitted in his cross-examination that he was a daily wage employee. He has further admitted that the appointment letter was not issued by he management and the post was not advertised. From the document annexure 3 filed by the workman, it is clear that the workman was appointed on daily wages. Consequently, from the aforesaid admission in the cross-examination of the workman and from the documents filed by the workman and also from the statement of the witness of the management, G. P. Ahirwar it is clear that the workman, Panchamlal Yadav, was not a regular employee, but he was employed on daily wages.

7. Shri G. P. Ahirwar has stated that Panchamlal Yadav was employed on part time daily wages for the exigencies of the work in the Branch and he has not continuously worked from 1980 to 1985.

8. Point for consideration is whether the workman, Panchamlal Yadav, has continuously worked for more than 240 days in a calendar year. The workman has not filed any oral evidence or documents to prove that he had worked continuously for five years in the Branch. Learned Counsel for the workman relied on the documents dated 1-6-90 to show that the workman has continuously worked from 1980 to 1985 in the Bank. This document is neither proved by the statement of the workman nor by the admission of the management witness. The workman has not examined any witness to prove the genuineness of this letter dated 1-6-90. Consequently, this letter dated 1-6-1990 cannot be read into evidence to prove the period for which the workman has worked in the Branch.

9. From the above discussions, it is clear that the workman, Panchamlal Yadav, was daily rated employee. There is no evidence to prove that he had continuously worked for more than 240 days in a calendar year. It is held in case of Madhyamik Siksha Parishad, U.P. Vs. Anil Kumar Mishra and others (1994-II-LLJ p. 977) that the person not employed against the permanent post has no right of regularisation on the basis of completion of continuous service for 240 days in a calendar year.

10. Consequently, the workman is not entitled for reinstatement or back wages and the action of the management in terminating the services of the workman with effect from 12-12-1985 is held justified. Parties to bear their own costs.

ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली, 22 सितम्बर, 1995

का.प्रा. 2768.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में, टाटा आयरन एण्ड स्टील कम्पनी लि. की मलकेरा कोलियरी के प्रबन्धन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक अधिकरण, (सं.-2) धनबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-9-95 को प्राप्त हुआ था।

[संख्या एन.-20012(325)/90-ग्राई आर (कोल-I)]

ब्रज मोहन, डेस्क अधिकारी

New Delhi, the 22nd September, 1995

S.O. 2768.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, 2 Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to



the management Malkera Colliery of M/s. TISCO, Dhanbad and their workmen, which was received by the Central Government on 18-9-95.

[No. L-20012/325/90 IR(C-1)]  
BRAJ MOHAN, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

#### PRESENT:

Shri D. K. Nayak, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1) (d) of the I. D. Act, 1947

REFERENCE NO. 102 OF 1991

#### PARTIES:

Employers in relation to the management of Malkera Colliery of M/s. Tata Iron and Steel Company Ltd. Dhanbad and their workmen.

#### APPEARANCES:

On behalf of the workmen : Shri B. N. Sharma, Joint General Secretary, Janta Mazdoor Sangh.

On behalf of the employers : Shri B. Joshi, Advocate.

STATE : Bihar.

INDUSTRY : Coal.

Dated Dhanbad, the 8th September, 1995

#### AWARD

The Govt. of India, in the Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/325/90-I.R. (Coal-I), dated, the 12th February, 1991.

#### THE SCHEDULE

"Whether the action of Management of Malkera Colliery of M/s. Tata Iron and Steel Company Ltd., Dhanbad in dismissing Shri Sita Ram Kurami Trammer vide their letter No. HSMG/279/46 dated 24-1-90/25-1-90 from service is justified? If not, what relief the workman is entitled to?"

2. Pursuant to the aforesaid reference the workmen filed Written Statement being represented by Janta Mazdoor Sangh stating inter alia that the concerned workman Shri Kurmi who was working as Trammer in Tisco's Malkera Colliery in permanent post, served there for more than 33 years before his dismissal on and from 4-2-80 without any blemish in his service life.

3. It is stated further that with reference to the charge-sheet bearing No. 45/79 dated 2-11-79 he has committed no misconduct within the ambit of Clause 19(2) of the Certified Standing Orders of the Company which was canvassed by the management.

4. The allegation of theft and being caught red-handed by Fakir Singh and Krishna Pd. Singh, both Watchmen alleging to be career of 5' armoured copper cable weighing about 4 KG on 14-10-79 at about 3.30 P.M. while coming back from duty is absolutely myth and the chargesheet to that effect was baseless and a reply to that chargesheet was given stating the facts leading to such concoction of false story.

5. The main contention of the workman was that few days before 14-10-79 some altercation took place between him and Fakir Singh and he was threatened to be lessoned by the said Watchman and as a result of such incident the Fakir Singh with the help of other associates put this workman into such false allegation of theft on 14-10-79 while he was coming back after his duty. Actually he was called by Fakir Singh and Krishna Pd. Singh while he was coming back to his place near the Recreation Club and he was forced to stay in the Security Office and photographs were taken with cable at the said place against his will forcibly

from different position and then he was sent to Police Station and lastly through Court he was sent to Dhanbad Court on 15-7-79 at about 3 P.M. However, in the meantime on 24-10-79 he informed his detention in jail to the authority concerned and he was released on 31-10-79 on bail and he was not allowed to resume his duty while he sent to join there and he was served with a chargesheet dt. 27-10-79/2-11-79, delivered on him on 3-11-79 with the allegation of misconduct under clause 19(2) of the aforesaid Standing Order as mentioned earlier. The chargesheet of the allegation mentioned therein were absolutely motivated and created for the purpose of harassing and that was informed in writing to the management in reply to the chargesheet, by the concerned workman, but without holding the enquiry in proper and fair manner by the Enquiry Officer and without holding the enquiry in proper and fair manner by the Enquiry Officer and without paying respect to the principles of natural justice. The Enquiry Officer relying upon some false statements and circumstances came to the finding that the concerned workman had committed misconduct by way of theft of the article in question violating the rules of Certified Standing Orders and he was recommended for dismissal and pursuant to his recommendation he was dismissed from the service after the among 32 years of his service.

Be that as it may in the Criminal Case he was found not guilty and he was acquitted. Of course he filed a Civil Case but could not be succeeded.

7. The Enquiry Officer did not apply his mind properly resulting his finding to be improper and illegal and the matter was raised before the ALC(C) Dhanbad but as no conciliation took place due to adamant attitude of the management, the report of failure of such conciliation was sent to the Govt. of India, Ministry of Labour, New Delhi which resulted this reference. It has been prayed that the Hon'ble Tribunal will be pleased to decide the reference in favour of the concerned workman with an order of reinstatement in his service with full back wages along with other adequate relief to which he is entitled to.

8. The management in its Written Statement-cum-rejoinder has stated that the reference is not legally maintainable. Further case of the management is that on 14-10-79 in 'A' shift duty at Pit No. 3, Bottom No. 15 of Malkera Colliery the concerned workman Sitaram Kurmi, Trammer was found in possession of the materials as stated earlier valued Rs. 200 approximately and he was caught red-handed by the Security Personnel namely Okil Singh and Krishna Prasad Singh near Recreation Club within colliery premises at 3.30 P.M. on the date as stated earlier and thereby for the commission of misconduct under Clause 19(2) of the Certified Standing Orders of the Company the chargesheet dt. 27-10-79/2-11-79 was submitted to him and after obtaining time he submitted reply on 9-11-79 challenging the charges levelled against him. Thereafter an enquiry was held by Shri S. Subramani, the then Personnel Officer and he conducted the enquiry after giving full opportunity to the concerned workman and submitted his report after giving full opportunity on various dates to the concerned workman after finding the said workman to be guilty of the misconduct with recommendation of dismissal. Accordingly the management issued order of dismissal by letter dt. 24/25-1-80 dismissing the concerned workman from his services with effect from 4-2-80 for the commission of misconduct as referred to. In the rejoinder the management admitted the concerned workman to be permanent one but denied the charge of not holding the enquiry to be legal and proper manner. On the other hand though it was repetition of the previous facts it has been stated that after giving full opportunity the Enquiry Officer found him guilty which has no connection with the result of the Criminal Trial as because the scope of criminal trial and the scope of domestic enquiry differ from its very conception. So when there is no unfair and biasness in the domestic enquiry the result of the said enquiry is binding irrespective of any decision by the Criminal Court in relation to the Criminal case over this matter and finally it was prayed for dismissal of the workman's prayer.

9. From the order No. 26 dated 19-11-93 it appears that it was admitted by the concerned workman that the domestic



enquiry was fair and proper. Therefore, this Tribunal is to decide upon the following points:—

1. Whether the dismissal order upon the charges levelled against the concerned workman pursuant to the enquiry in question was based on facts and legal points?
2. Whether the concerned workman is entitled to get any relief pursuant to the reference made to this Tribunal holding the said order to be illegal one with reference to the facts and law points involved therein? If so, to which relief he is entitled to?
3. Whether the claim is barred by the principles of over-stale?
4. Whether the concerned workman is entitled to get any relief under the present reference as it stands now.

10. At the very outset I refer the order No. 26 dated 19-11-93 where the domestic enquiry was accepted to be fair and proper by all the concern and the case proceeded thereafter in accordance with law—

11. It is needless to mention that in spite of such finding the parties have right to challenge the findings of the enquiry proceeding in all manners.

12. No doubt in the instant proceeding the concerned workman after long lapse of service life he was dismissed on the ground of misconduct for committing theft aluminium wire as it appears from the enquiry proceeding and other materials present on the record.

13. It is also not disputed that a criminal case was instituted against the said workmen for committing theft of the said articles under Section 379/411 I.P.C. which ended in acquittal and the xerox copy of the judgment disclosing the order of acquittal is on record and marked Ext. W-1. I am not going to the controversies of the impact of the judgement of the learned Judicial Magistrate passed in relation to this incident simply on the ground that the Tribunal has no obligation to be guided by the judgement of the Criminal Court irrespective of the domestic enquiry. No doubt result of the same speaks a volume.

14. In the enquiry proceeding as it appears from the record of the enquiry report I find that two witnesses were examined who are attached to the security department and one photographer was also brought for taking snaps with the wire alleged to be stolen and the said photographs have been exhibited in order to support the charge levelled against the concerned workman. But curious enough except the watchman and a person associated to him no co-worker was cited as a witness from the side of the management while he was caught red handed and it is highly improbable specially for the reason that it is alleged that he was caught red handed with the articles in question while he was coming out of the pit after completion of the duty hours. So non-examination of any independent person in support of such alleged theft and the manner of keeping the articles alleged to be stolen as it appears from the enquiry report to the effect that it was underneath his shirt on his shoulder also raises a big interrogation in the incident as alleged.

15. At the same time I am not forgetful of the fact that what reason led the watchmen to involve him with a false case. Of course it is the case of the concerned workman that there was altercation over some issues between the watchman and the said concerned workman beforehand. But it was not proved to such extent which can be accepted.

16. Therefore, owing the evidence on record in course of enquiry it may said that there was oath versus oath. However, in addition to that the concerned workman is acquitted with the verdict of the competent Court about the issue of theft which went in his favour.

17. So considering those aspects and the additional weapon i.e. the judgement of the Criminal Court which the workman possesses I cannot but hold that the factum of theft has not been proved in such manner by which he can be held guilty of theft leading to the dismissal as had taken place in the instant case.

2415 GI/95—6.

18. Thereby the order of dismissal upon such charges levelled against the concerned workman pursuant to the enquiry in question is not based on facts and legal points.

19. For the purpose of discussion I take up all other three issues at a time as the said issues are based on common question of law and facts and to avoid repetition for arriving decision to the said issues.

20. At the very outset for the purpose of the decision of the said issue we cannot overlook the reference order itself though the reference has already been stated earlier but for proper appreciation the reference is again quoted here below:—

“Whether the action of the management of Malkera Colliery of M/s. Tata Iron and Steel Company Ltd., Dhanbad in dismissing Shri Sita Ram Kurmi, Trammer vide their letter No. HSMG/279/46 dt. 24-1-90/25-1-90 from service is justified? If not, what relief the workman is entitled to?”

21. On perusal of the said reference my hands are tried as it is settled principle of law that this Tribunal has no other alternative than to decide the reference as it stands now without having no power of correction or modification. In that case it will be presumed that the Tribunal has travelled beyond the terms of the reference which is against the law.

22. It was understood by the workman at the very inception while they filed the W.S. but it is curious enough without taking any steps for correction of the same or to change the reference from the Ministry of Labour they took the law in their own hands and corrected the date as mentioned in the reference as “80” in place of “90”. Incidentally it is observed that the right which has been taken in his own hands this Tribunal is not so powerful to go beyond the terms of the reference by changing the year to be “80” in place of “90” though it may be presumed that the matter is going to be dealt with in high per technical approach.

23. In this premises let us come to the date of dismissal order which was admittedly served upon the concerned workman by a letter dated 24/25-1-1980 through the Manager (Open) Malkera Colliery pursuant to the enquiry held by the competent authority and found to be fair and legal vide Ext. M-11. So again it was taken by the management of Malkera Colliery of M/s. Tisco Ltd., Dhanbad in dismissing Shri Sitaram Kuri (the concerned workman) Trammer was made by the letter of the management under No. SNG/279/46 dated 24/25-1-1980 and not by 24-1-90/25-1-90.

24. In that case I have no jurisdiction to hold that any letter of dismissal issued under the No. and date as stated in reference is justified or not. So any decision on that point is beyond the materials supplied by all concerned and as there is existence of such order of dismissal on the date as stated in the reference the workman cannot ask for relief that the action as referred to by the management is justified or not as the letter itself is honest.

25. Therefore, though there was an attempt on the part of the workman to rectify the year through their own pen in the W.S. that will not wipe out the reference made by the Ministry of Labour nor it will empower the Tribunal to hold any action of the management to be justified or unjustified pursuant to letter who has got no existence actually.

26. However, if the law permits the workman is at liberty to make future reference in this context from the Ministry of Labour.

27. Another point which was vehemently canvassed by the learned Advocate for the management is that the present is not maintainable in view of the principles laid down relating to law of over-stale.

28. In support of such contention it was argued that the order of dismissal was passed in the year 1980 and he attained the age of superannuation in the year 1984 and after long lapse of time he managed to get a reference in the year 1990. Of course they added that a false representation was made to the ALC(C) alleging his dismissal to be in the year 1990 instead of 1980 and by purporting fraud upon

the ALC(C) they obtained the said reference concealing the truth.

29. It is an admitted position that another conciliation proceeding was initiated by this workman through the union just after the order of dismissal was discontinued and after long lapse of 6 years from the date of retirement again the matter was persuaded before the ALC(C) resulting this reference through the union.

30. To explain delay it has been argued from the side of the workman through Shri B. N. Sharma, learned representative that the concerned workman was served with a notice marked Ext. M-1 in the form of chargesheet No. 45/79 dated 27-10-79/2-11-79 and the concerned workman was dismissed by letter dated 24/25-1-80 with effect from 4-2-80 and he could not take shelter of law and he had paucity of funds. But it is admitted that he took shelter of Civil Court for reinstatement with addition that he was wrongly advised. He waited for the result of the criminal court. After acquittal in the year 1983 he took up 5 years time to take up the matter with the union and thereafter he went to his native place for collection of money and in the year 1990 again he came to the ALC(C) for the second time wherever this reference was made. It is argued that like Civil Court to save the limitation one person is not to explain the delay of each date. Some explanation is sufficient to avoid the mischief of the principle of over stale I have carefully considered the argument of the learned representative of the workman with reference to the case laws cited by the learned Advocate representing the employers reported in (1) SCLJ Vol. 4 page 2228, (2) 1993 Lab. I.C. 1672, and (3) 1995 Lab. I.C. 498 where Their Lordships of Hon'ble Supreme Court in first and second cases observed that four years delay in the first case and 3-1/2 years delay in the second case without proper explanation extinguishes all rights of the workman and the workman is not entitled to any relief as prayed for. This principle has also been enunciated in a number of decisions of the Hon'ble Panna High Court considering various rulings of the Hon'ble Supreme Court and in a case Barani Tel Shodakh Mazdoor Union Versus the Presiding Officer, Central Government Industrial Tribunal No. 2, Dhanbad it was observed in the following terms "the Tribunal coming to a finding that the management was bound to pay construction allowance to those employees who were appointed after 1-11-65 but negative the claim of the union on the ground of the reference being stale and no explanation for delay was given. Although no period of limitation is prescribed in respect of an Industrial Dispute but the Tribunal or the Labour Court should discourage over stale claim unless satisfactorily explained".

31. Therefore the case laws cited above give a death blow to the case of the workman upon the principles of statements of claim irrespective of any other reason.

32. In view of such finding the question of consideration of lesser punishment does not come in however incidentally I have perused the relevant materials and I am of the opinion that this workman was warned on various occasions for various charges though those are not stated so specifically. So under the present circumstances imposition of lesser punishment cannot come in nor it can be considered when the legal position stands as a bar and the point of reference is not on the point. Ultimately it is held that the claim is barred by the principles of over stale and also he is not entitled to get any relief so far the present reference is concerned as because his dismissal took place by a memo No. of the year 1980 and not of the year 1990. As a result the reference case goes against the workman and an award is asked accordingly holding that the workman is not entitled to get any relief.

This is my Award.

D. K. NAYAK, Presiding Officer

नई दिल्ली, 22 मिनम्बर, 1995

का.प्र. 2769.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्विष्ट औद्योगिक

विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-9-95 को प्राप्त हुआ था।

[संख्या एल-12012/46/87-आई आर बी आई]

पी. जे. माईकल, डेस्क अधिकारी

New Delhi, the 22nd September, 1995

S.O. 2769.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kappur, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of SBI and their workmen, which was received by the Central Government on the 21-9-95.

[No. L-12012/46/87-IRBI]

P. J. MICHAEL, Desk Officer

#### ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, PANDU NAGAR, KANPUR, U.P.

INDUSTRIAL DISPUTE NO. 97 OF 1987

In the matter of dispute between :

Sri Ram Nath, S/o Sri Brij Bihari Lal, Mohd. Ganj, Aonla (Shastri Ji Ki Gali), District Bareilly.

And

The Regional Manager, State Bank of India, Region No. 7 Bareilly.

#### AWARD

1. Central Government, Ministry of Labour, vide its notification no. L-12012/46/D.IIA/D. IIA dated 2-8-87, has referred the following dispute for adjudication to this Tribunal—

"Whether the action of the management of State Bank of India in relation to their Aonla Branch in terminating the services of Sri Ram Nath Temporary employees w.e.f. January, 1984 is justified? If not to what relief the workman is entitled?"

2. In his claim statement the concerned workman Ram Nath has alleged that according to Shastri Award, Desai Award and Bipartite Settlement, 1966, there are four categories of staff viz., permanent employees, probationers, temporary employees and part time employees. There is no provision for making any casual or daily rated appointment making a departure from the above provisions. Opposite party State Bank of India Aonla Branch, Bareilly had originally appointed the concerned workman as canteen boy. There was a vacancy of messenger in Aonla Branch consequently the opposite party has appointed him as messenger. He worked on this post from time to time from February, 1977 upto 13-1-84 for 623 days the details of which has been given in para 7 of the claim statement. His services were abruptly discontinued w.e.f. 14-1-84. It is further alleged that in the year 1983 the concerned workman had worked for more than 240 days whereas for 288 days from 1-9-82 to 1-9-83 as such his services could not be terminated without complying with the provision of section 25-F Industrial Disputes Act, 1947. Further junior persons to the concerned workman were retained in service hence there has been breach of principle of Last Come First Go as enshrined in Section 25-G I. D. Act.

3. In the written statement the management bank has alleged that since the concerned workman was a casual daily worker he is not covered by the provision of Shastri Award, Desai Award or Bipartite Settlement as such he is not workman. It is also alleged that the workman was

appointed as temporary messenger for 111 days from 8-5-78 upto June 79, from 13-2-80 to 13-6-81 for 43 days, from 22-6-81 to 1-1-82 for 44 days and from 26-2-82 to 13-1-84 for 425 days as such he had not completed for 240 days in any of the calendar years. Hence, he is not entitled for benefit of Section 25-F I. D. Act or in of the provisions of Industrial Disputes Act.

4. By way of amendment it was alleged that interview of the applicant was held for absorbing him in service but it could not be done as he was over age, his date of birth being 15-1-52 and also because he was over qualified. It was denied by the management that the termination of the services of the concerned workman is in breach of Section 25-G of the Act. It was alleged that reference order is bad as the concerned workman has alleged two different date of termination.

5. The concerned workman has filed rejoinder in which factual pleas raised in the written statement were denied and further pleas raised earlier in the claim statement were reiterated.

6. In the first place I would like to certain observation regarding the capacity of the concerned workman. He performed the duties of canteen boy and casual worker as messenger. It is necessary to do so as the management has tried to challenge the reference on this score. From the affidavit of Ram Newas an officer of the bank dated 16-12-89, it is apperant that canteen boy is appointed by Local Implementation Committee which has nothing to do with the management of the bank. Hence if any one works as Canteen Boy it will not be deemed that he had worked as an employee of the management bank. On the other hand if the concerned workman has worked as messenger, it will be deemed that he has worked as an employee of the bank.

7. It was submitted by the learned counsel for the bank that before ALC(C) Dehradun the concerned workman has alleged his date of termination as 7-6-85 whereas in the reference that this date of termination has been shown to be January, 1984. In this way there is divergence in the date of termination, according to own showing of the concerned workman as such this reference is bad in law. I do not find substance in this contention. It has emerged from the evidence of the concerned workman as well as from the concession made by Ram Niwas Sharma in his evidence that the concerned workman after 13-1-94 has worked canteen boy in the Canteen. Prior to that he was working as messenger in the bank. It has already been shown earlier that the two post are not controlled by the management bank. If after the termination of services the concerned workman has served any where else and from there too he is sacked it cannot be said that the two termination orders had been passed by one and same authority. To be precise termination of service of messenger and termination of service as canteen boy are not one and same but different. Hence, it will be idle to say that there is conflict in the alleged accrual of cause of action based on termination order. Accordingly this plea is negatived.

9. Now, it will be seen if the concerned workman had completed 240 days in a calendar year as messenger. In this regard reference may be made to paper no. 8 of list of document dated 25-8-88 filed by the concerned workman. It is a monthly statement of temporary service rendered by the concerned workman. There is no dispute that this statement has been issued by the Regional Manager of the management bank. It shows that in the year 1983, the concerned workman had rendered 237 days of service including sundays and other national holidays. It is well settled law that while computing 240 days for section 25F I.D. Act such holidays are to be clubbed. If, we do so it will be obvious that according to own admission of the management the concerned workman had completed more than 240 days in the year 1993. As such he became entitled for benefit of section 25F I.D. Act. In view of above common case of the parties I have not made reference of oral or documentary evidence of the parties.

10. I am not inclined to accept the case of the concerned workman that junior to him had been detained in service when his services had been terminated as the details of which has not been given and further there is no reliable evidence in this regard.

11. How some thing may be said about the reluctance of the management in absorbing the concerned workman after holding interview. It is alleged that the concerned workman was over age and further he was over qualified. As regard reason applicant being over qualified reference may be made to the case of Manfool Singh versus Union of India (69) 419 FIR Allaha. In this case too a law graduate had applied for class IV job. He had concealed his qualification and as such was fired. In these circumstances it was held that concealment of qualification in such circumstance did not amount to misconduct which may render him unfit for holding the post. In view of this authority this ground cannot be said to be good.

12. As regards the concerned workman being over age, I do not find substance in this reason too. The concerned workman was allowed to work from 78 upto 84 from time to time. The management bank ought to have ascertained it before giving him assignment of messenger in 1978. If he was over age he ought not to have been engaged by giving appointment. If he was allowed to continue from time to time for about 6 years it will be deemed that by implication age bar was relaxed in his case. Apart from this I may mention that this exercise of interview was held in 1985 i.e. much after his termination, hence this will not in any way affect the merit or demerit of the termination of January, 1984.

13. Now, the question is as to what relief the concerned workman will be entitled. It has already have seen that the concerned workman had concealed his qualification while applying the post of messenger and that further he was over age. It is true that because of this his appointment has not been held to be vitiated, still I think that keeping in view this aspect of the case it will be in the interest of justice he is deprived of all the back wages and only the order of reinstatement in service is passed.

14. I give award accordingly.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 22 सितम्बर, 1995

का.प्र. 2770.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कानारा बैंक के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में, औद्योगिक अधिकरण, कोचेकोडे के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-9-95 को प्राप्त हुआ था।

[संख्या एल-12012/223/92/आई.आर.बी. 2]

ब्रज मोहन, डेस्क अधिकारी

New Delhi, the 22nd September, 1995

S.O. 2770.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Kozhikode as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Canara Bank and their workmen, which was received by the Central Government on 20-9-1995.

[No. L-12012/223/92-IR(B-II)]

BRAJ MOHAN, Desk Officer

## ANNEXURE

## IN THE COURT OF THE INDUSTRIAL TRIBUNAL, KOZHIKODE

(Dated this the 31st day of August, 1995)

## PRESENT :

Shri M. N. Radhakrishna Menon,  
Industrial Tribunal.

I. D. 22/92

## BETWEEN

The Deputy General Manager,  
Canara Bank, Circle Office,  
Thiruvananthapuram.

## AND

Sri K. Raveendran,  
S/o Sri K. K. Nambiar,  
"Sruthi",  
P.O. Nadakkuthazhe,  
Badagara.

## REPRESENTATION :

Sri K. V. Sachidanandan,  
Advocate, Kozhikode. —For Management  
Sri Vinayachandran Nair,  
Advocate, Kozhikode. —For Workman

## AWARD

I. Central Government referred the Industrial Dispute between the Deputy General Manager, Canara Bank, Circle Office, Thiruvananthapuram and Sri K. Raveendran, S/o Sri K. K. Nambiar, "Sruthi", P.O. Nadakkuthazhe, Badagara regarding the following issue for adjudication to this Tribunal as per their order No. L-12012/223/92-IR(B. II) dated 8-9-1992 :—

"Whether the action of the management of Canara Bank in dismissing Shri. K. Raveendran, Clerk with effect from 17-8-90 is justified? If not, to what relief, the workman is entitled."

II. Above reference was accepted to file and registered as I.D. 22/92 and issued notice to parties. Pursuant to this, both sides have entered appearance and submitted their pleadings. The workman submitted his claim statement on 10-11-92 setting out his claims. The case put forward in the said statement can be stated as follows :

III. The workman was charge-sheeted as per these charge sheet dated 22-12-1989 based upon the findings of preliminary enquiry conducted by Sri. A. Rajan, Officer of the management Bank. The preliminary enquiry is defective due to 'Plea bargaining' in that the workman was induced to give a confession so that his misdeeds might be condoned or at the most, he would be inflicted with only some minor punishments. There was no

independent evidence to establish the guilt. The findings of the enquiry officer are perverse and unsustainable. No findings of guilt can be entered based on the evidence on record. The presenting officer and the enquiry officer were legally qualified persons and the workman was not defended in the enquiry by a legally qualified person. Thus there was imbalance of justice and violation of principles of natural justice. The Enquiry officer was biased to the workman.

IV. The punishment of dismissal is disproportionate to the misconducts. The workman has got unblemished service of 15 years in the bank. Therefore the workman pleads for holding that the dismissal is unjustified and for passing an award for reinstatement with back wages and consequential benefits.

V. The management has submitted their written statement on 27-3-93 transversing the contentions of the workman and setting out their case in the matter. Their case can be stated as follows :

VI. The workman was properly charge-sheeted as per the charge sheet dated 22-12-89 and a domestic enquiry was conducted in full compliance with the principles of natural justice. The workman was represented in the enquiry by Sri. A. P. Kunhamu, who was well experienced in conducting defence in enquiry proceedings. Workman was served with list of witnesses and documents which were relied on by the management and copies of documents were also given to him. The defence was given the chance to produce their witnesses and documents. The workman gave evidence as defence witness and submitted that he had no further evidence in the matter. Thus there was full compliance with principles of natural justice in the conduct of the enquiry. The workman was also heard on the question of punishment.

VII. The workman had no case of 'Plea bargaining' while Sri. A. Rajan investigating officer was examined in the enquiry. The workman has clearly admitted in his defence evidence that he has given the statement to the investigating officer voluntarily. The management witnesses were not even cross examined. Most of the facts admitted by the workman were established through oral and documentary evidence adduced during the course of the enquiry. Thus the findings of the enquiry office are supported by evidence. The presenting officer of the management in the enquiry was not legally qualified. There is no bar in a legally qualified officer the act as the enquiry officer. Further, the workman did not make any request for being defended by an advocate. He was given every facility to bring defence representative of his choice and the said defence representative was well experienced in the

line of conducting defence in enquiry proceedings. The confession was made voluntarily and there was no malpractice adopted by the management in the matter.

VIII. Considering the gravity of proved misconducts committed by the workman and the nature of business carried on by the Bank, it was found that dismissal was the suitable punishment. His claim of unblemished service is disputed. Thus it was pleaded for passing an award unholding the action of the management.

IX. Since the legality of the domestic enquiry was in controversy, it was tried as a preliminary issue and a preliminary order was passed on 29-8-95. Shri. L. Simon Dod Singh, who was the enquiry officer was examined as MW1 and the enquiry file was marked as Ext. M1. No evidence was adduced by the workman at the preliminary stage. In paragraphs 10 to 38 of the preliminary order I have dealt with the preliminary issue and they are extracted below for convenience.

“10. At this stage, I have to consider as to whether there was compliance of principles of natural justice in the conduct of enquiry and whether the findings of the enquiry officer are supported by legal evidence. I have scrutinised the enquiry file and considered the arguments advanced by either side and I give below my decision in the matter.

11. It is seen from the enquiry file that Shri Raveendran is charge-steered as per the charge sheet dated 22-12-89. The allegations are that Sri. T. C. Ibrahim. Thazhachembrali house, Karthikapally was maintaining a Savings Bank account No. 10944 in Villiapally Branch of the Canara Bank. Sri. K. Raveendran, the workman involved in this dispute, was working as clerk in the branch since 4-7-1984. He was acting as cashier on 23-6-89. Above customer came to the Branch on 23-6-89 and handed over to the workman a sum of Rs. 20,000 along with S.B. Chalan duly filled up and the pass book for the purpose of crediting the amount in the said account. The workman received the cash and made credit entry in the pass book and handed over the pass book to the customer. The workman did not enter the amount in the accounts of the bank and misappropriated the amount. On 31-7-1989, above customer came to the Branch for withdrawing an amount of Rs. 10,000 from the said S.B. account. Then the workman made a fake credit entry of Rs. 20,000 in the ledger sheet pertaining to the above S.B. account and manipu-

lated the initials of P. C. Prabhu, the supervisor concerned. Thereafter, he filled up a withdrawal slip and made arrangements for the payment of Rs. 10,000 to the customer after duly getting the withdrawal slip passed by the Supervisor. The workman posted the withdrawal slip in the concerned ledger sheet and also made the relevant entry in the subsidiary. Thereafter, on 1-8-89, the workman, removed the ledger sheet pertaining to the S.B. account the concerned ledger and replaced a new one after making entries from 22-2-89. He had also removed the subsidiary sheets from the relevant ledger on 2-8-89 and replaced with fresh sheets after carrying over the balance as on 2-8-89.

12. On 2-8-89, he prepared a credit slip and forged the signature of the customer in the said credit slip and remitted a sum of Rs. 20,000 in the S.B. account No. 10944. Thereafter, he managed to make entries in the cash waste and posted the slip in the subsidiary alone without entering the same in the concerned ledger sheet. He also released the relevant slip from the subsidiary by making marks and put initials and forged the initials of supervisor. Thus he has misappropriated a sum of Rs. 20,000 by misusing his position in the bank. He forged the initials of the supervisor and the signature of the customer with a view to conceal his misdeeds. Above acts constituted misconducts as per the relevant provisions of Canara Bank Service code.

13. The workman submitted an explanation to the above charges on 29-1-90. It is stated there in that he was a sub staff promotee clerk and he had no sufficient knowledge about banking transactions and the potential risks involved in the lapses on the part of an employee. So some commissions and omissions had happened on his part. Those were not deliberate actions with a view to cause any damage to the Bank. No financial loss had been incurred by the bank due to any of his actions. Reputation of the bank also had not been tarnished. He was not knowing the seriousness of the actions committed by him. He assured his future good conduct. So he would plead for condonation of his misconducts.

14. The management was not satisfied with his explanation and therefore an enquiry was ordered and Shri L. Simon Dod Singh, officer of the Bank was appointed

as enquiry officer to enquire into the charges and submit a report over the matter.

15. In the enquiry conducted by the said enquiry officer, Shri B. Radhakrishnan, officer of the Bank was the presenting officer for the management and Sri K. P. Kunhamu, special assistant was the defence assistant of the workman. The enquiry proceedings started on 13-3-90. At the commencement of the enquiry, the enquiry officer read over the charges, and sought his response in the matter. He denied the charges, but he admitted that there were some lapses on his part.
16. Since the workman denied the charges the enquiry officer directed the presenting officer to produce the list of witnesses and documents and also the original documents with a view to substantiate the charges. Accordingly, the presenting officer produced the list of witnesses and documents and the original documents proposed to be relied on by him. Copy of the list of witnesses and documents along with a set of copies of the documents were served on the workman also. The workman as well as his representative, perused the original documents. The following documents were marked as Exts. ME1 to ME21 by mutual consent.
  1. Villiappally branch letter 10 HO 313 89 dt. 16-8-'89.
  2. Villiappally branch letter 10 HO 373 89 dt. NIL.
  3. Villiappally branch letter 10 HO 387 89 dt. 25-9-89.
  4. Investigation report submitted by Sri A. Rajan, Officer, Canara Bank, Staff Section (W), Circle office, Thiruvananthapuram.
  5. Statement given by Sri. K. Raveendran, Clerk, Canara Bank, Villiappally.
  6. Statement given by Sri. M. Ahamed, Officer, Canara Bank, Villiappally.
  7. Statement given by Sri. T. Sasidharan, Clerk, Canara Bank, Villiappally.
  8. Statement given by Sri N. V. Mallar, Sr. Manager, Canara Bank, Villiappally.
  9. Statement given by Smt. V. R. Sreekala, Clerk, Canara Bank, Villiappally.
  10. Statement given by Sri. T. V. Sankara Narayanan, Clerk, Canara Bank, Villiappally.

11. Statement given by Sri. Padmanabha C. Prabhu, Special Assistant, Canara Bank, Villiappally.
  12. Statement given by Sri. T. C. Ibrahim, Karthikapally.
  13. Cash receipt waste sheet dt. 2-8-1989 & 3-8-'89.
  14. Pass Book pertaining to S.B. Account No. 10944.
  15. Ledger sheet No. 05844 pertaining to S.B. 10944.
  16. Ledger sheet No. 944828 pertaining to S.B. 10944.
  17. Subsidiary sheet No. 563194 pertaining to ledger No. 17.
  18. Subsidiary sheet No. 563195 pertaining to ledger No. 17.
  19. Savings Bank Account opening from pertaining to S.B. 10944.
  20. Credit slip dated 2-8-1989 for Rs. 20,000.
  21. S.B. withdrawal order from dt. 31-7-89 for Rs. 10,000 pertaining to S.B. Account No. 10944.
17. Thereafter enquiry was held on 22-5-'90 and 23-5-1990 and S/Shri.
1. Sri M. Ahamed, Officer, Canara Bank Villiappally.
  2. Sri T. C. Ibrahim, S.o. Avulla, Thazhe chemboral House, Karthikapally.
  3. Sri Padmanabha C. Prabhu, Special Assistant, Canara Bank, Villiappally.
  4. Sri T. Sasidharan, Clerk, Canara Bank, Villiappally.
  5. Smt. V. R. Sreekala, Clerk, Canara Bank, Villiappally.
  6. Sri N. V. Maller, Sr. Manager, Canara Bank, Villiappally.
  7. Sri A. Rajan, Officer, Staff Section (W) Circle office, Thiruvananthapuram.
  8. Sri T. V. Sankara Narayanan, Clerk, Canara Bank, Villiappally, were examined as MWs. 1 to 8. The defence representative cross examined MWs. 1, 3 and 5 and submitted that he had nothing to ask by way of cross examination to other management witnesses.
18. After the close of managements' evidence, opportunity was offered for adducing defence evidence. They submitted that they had no witnesses and docu-

ments. The workman has given evidence as defence witness and thereafter they submitted that had no further evidence in the matter. Therefore, the enquiry officer closed the enquiry and taken up the matter for report. In all pages of the proceedings of the enquiry, the presenting officer, defence assistant and the workman have affixed their signature. Thus it is observed that the enquiry officer has complied with all principles of natural justice and the workman was given every opportunity to defend his case.

19. It has been argued by the counsel for the workman that the enquiry officer is an officer of the management and so he was biased and the same was reflected in the conduct of the enquiry. I have considered this argument and I am not impressed by the same. This is a domestic enquiry. There is no legal bar against the officer of the bank to conduct the domestic enquiry. There is no material pointed out to me to show that the enquiry officer was concerned or connected with the allegations based on which charges are framed against the workman. I have not come across any fact or circumstance on record evidencing any bias on the part of the enquiry officer. Therefore the argument as to the bias of the enquiry officer is advanced without any basis and hence the same is not accepted.
20. It has been argued by the counsel for the workman that he was not permitted to be represented by an advocate in the enquiry even though the enquiry officer as well as the presenting officer were legally qualified persons. Thus it was argued that he was pitted against legally trained mind and there was no balance of justice extended to him. Relying on Paradeep Port Trust case reported in A.I.R. 1983 S.C. 109, the counsel argued that the enquiry is liable to be set aside. I have considered this argument and I don't accept the same due to the following reasons. It has come out in evidence in the cross examination of enquiry officer that he is legally qualified. The management has in their written statement specifically refuted the contention of the workman in the claim statement that the presenting officer is legally qualified and the workman has not adduced any contra evidence in this regard. there is no material to show that the workman had made a request for

being represented by a legally qualified persons at any stage of the enquiry. Therefore it can be concluded that there was no request made by the workman in this regard. The workman was represented in the enquiry by a defence representative who was working as special assistant in the Bank and who was conversant with the banking practices. I have looked into the allegations against the workman and his defence and I find that there is no complicated question of law or fact involved in the matter. In any view of the matter, no prejudice is seen to have caused to the workman due to the reason that he was not represented in the enquiry through a legally qualified person. Therefore, the ruling relied on by the workman has no application to the facts of the case and the enquiry cannot be found to be vitiated in the light of this contention of the workman.

21. It was further argued by the counsel for the workman that the workman was induced to give a confession on the promise by the investigating officer that he would be excused of the misconducts or that he would be visited with only some minor punishments and thereby elicited the said statement. In other words, the counsel argued that there was a 'plea bargaining' and that was why the workman has given the confessional statement. Thereafter the management has retracted from the promise and proceeded with the enquiry without any bonafides. I have scrutinised the entire materials on record and I did not find any fact or circumstances is supported of this argument. No material was pointed out to me in support of this contention by the learned counsel for the workman. Investigation officer was examined in the enquiry as MW7 and he was not even cross examined by the defence representative. Therefore, this contention is not accepted by me.
22. From the above discussion, I hold that the domestic enquiry was conducted in full compliance with the principles of natural justice.
23. Next I have to consider as to whether the findings of the enquiry officer are supported by legal evidence. Evidence in the enquiry consists of the oral evidence of MWs. 1 to 8 and Ext. ME1 to ME21. From this evidence, it has to be examined as to whether the allegations constituting the charges are made out.

24. I have set out the allegations in the charge sheet dated 22-12-1989 against the workman and his explanation dated 29-1-1990 in the early part of this order. Ext. ME5 is a statement given by the workman to MW7, investigating officer. It is stated therein that on 23-6-1989, was on cashier's duty. After 2 P.M. on the said day, T.C. Ibrahim S.B. account holder No. 10944, entrusted with him Rs. 20,000 along with S.B. chalan and Pass Book. He entered the credit of the amount in the pass book. He did not account it in the bank and kept the money and S.B. chalan with him. He retained the money as he was in dire need of money in connection with the sister's alliance.
25. On 31-7-1989, the customer came to the bank at about 2 P.M. and wanted to withdraw Rs. 10,000. Then he took a loose cheque leaf and filled it up and obtained the signature of the customer. There was nobody present at the S.B. counter. He made a fake credit entry of Rs. 20,000 in the relevant ledger sheet relating to S.B. account No. 10944 as on 29-6-1989. Relevant entry was made in the subsidiary by manipulation and forged the initials of supervisor. Thereafter he made relevant entries for withdrawing Rs. 10,000 and got it encashed by the supervisor and collected cash from the cashier and handed over the same to the customer. He made entries relating to withdrawal of Rs. 10,000 in the pass book.
26. There were corrections in the ledger sheet relating to the S.B. account. He replaced a new sheet in this place on 1-8-1989 and wrote the entries and put his initials therein.
27. On 2-8-1989, he deposited Rs. 20,000 in the S.B. account through a credit slip. He made entries in the cash waste. Entry relating to the credit slip was made in the subsidiary and put initials. This was not posted in the ledger.
28. On 10-8-1989, T.V. Sankaranarayanan found out some irregularities in the balancing book while applying interest in the S.B. accounts. On hearing this, the workman, felt guilty conscious and confessed everything to him. He handed over the ledger sheet replaced by him to the supervisor. He confessed to accountants, special assistant and manager regarding the mischiefs committed by him in the S.B. account of Ibrahim and misappropriation of Rs. 20,000.
29. It has been clearly admitted by the workman his evidence before the enquiry officer that he has voluntarily given the ME5 statement before the WW7 investigating Officer. MW7 was not cross examined by the defence representative. Therefore it can be concluded that ME5 statement is not hit by any vitiating circumstances and the same can be safely relied upon. In the explanation to the charge sheet also, he admitted that there were lapses on his part and he did not refuse the allegations, but he pleaded for mercy. Ext. ME14 is the pass book relating S.B. account No. 10944. It is admitted by the workman in Ext. ME5 that Sri T.C. Ibrahim, above account holder entrusted Rs. 20,000 with him along with duly filled up credit slip and the pass book for crediting the above amount in the said S.B. account. It is also admitted in Ext. ME5 that he made credit entry in the pass book alone without putting the date and handed over it to the customer. He retained the money with him and he did not credit it in the relevant records of the Bank. In Ext. ME14 Pass Book, Credit of Rs. 20,000 is entered without putting the date. This entry is admitted by made by the workman. There is no corresponding credit entry of Rs. 20,000 in Ext. ME15 ledger. Therefore, it can be believed that the workman has obtained Rs. 20,000 from the above account holder on 23-6-1989 and the said amount was not credited in the bank and the same was misappropriated by him. MW2, the customer did not specify in his evidence as to the date of entrustment of Rs. 20,000 and the staff with whom the entrustment was made. But the workman has clearly admitted in his Ext. ME5 statement as to the details of entrustment of Rs. 20,000 with him by the customer. MW2 is an illiterate witness. In the light of clear cut admission of workman, this omission in the evidence of MW2 will not advance the defence of workman and invalidate the case of management.
30. It is admitted by the workman in Ext. ME5 that on 31-7-1989, the customer came to the bank at about 2 P.M. and wanted to withdraw Rs. 10,000. Then he took a loose cheque leaf and filled it up and obtained the signature of the customer. There was nobody at the S.B.



counter. He made a fake credit entry of Rs. 20,000 in the relevant ledger sheet as on 29-6-1989. Relevant entries were made in the subsidiary and forged the initials of supervisor also. Thereafter he made necessary entries for withdrawing Rs. 10,000 and got it encashed by the supervisor and collected cash from the cashier and handed over the same to the customer. He made entries relating to withdrawal of Rs. 10,000 in the pass book without putting the date and this aspect is also admitted by the workman. This indicates the dishonesty of the workman. It is seen from Ext. ME15 ledger that an amount of Rs. 10,000 is withdrawn by cash on 31-7-1989 and prior to that there is a cash credit entry for Rs. 20,000 and the date of entry cannot be identified. Workman removed Ext. ME15 ledger sheet and replaced Ext. ME16 ledger sheet. In Ext. ME16, the cash credit entry of Rs. 20,000 is noted as 29-6-1989.

31. There is no corresponding remittance slip dated 29-6-1989. Ext. ME21 is the withdrawal slip dated 31-7-1989 relating to the withdrawal of Rs. 10,000. This is posted in the ME-15 ledger and ME17 subsidiary.
32. Smt. V. R. Sreekala MW5 confirmed in her evidence that on 31-7-1989, loose cheque leaf was issued to the customer and the cheque was posted in the ledger sheet by the workman. Evidence of T. Sasidharan (MW4) is to the effect that he made payment of Rs. 10,000 to the customer on 31-7-1989. Evidence of P. C. Prabhu (MW3) is to the effect that the entry regarding the withdrawal of Rs. 10,000 on 31-7-1989 was made by the workman in S.B. Account No. 10944 and the same was passed by him. Earlier credit entry of Rs. 20,000 in the Pass Book was also made by the workman. From the above evidence, it is made out that the workman has manipulated a credit of Rs. 20,000 as on 29-6-1989 and facilitated withdrawal of Rs. 10,000 on 31-7-1989.
33. It is also admitted by the workman in Ext. ME5 that since there were corrections in the ledger sheet and subsidiary, he replaced new sheets in their place and made entries and forged the initials of supervisor. Ext. ME15 is the original ledger sheet and ME16 is the replaced ledger sheet. ME17 is the original subsidiary and ME18 is the replaced subsidiary. ME16 contain entries from

22-2-1989 and ME18 contain entries 2-8-1989. Evidence of T. V. Sankara Narayanan (MW 8) is to the effect that all the entries in the ME16 ledger sheet and some entries in Ext. ME15 ledger sheet are made by the workman. His further evidence is that on 10-8-1989, he was applying interest in the S.B. accounts and he felt some doubts regarding the S.B. account No. 10944 and he clarified the matter with the workman. The workman then admitted his foul play and brought the originals of ledger and subsidiary sheets and handed over the same to Sri M. Ahammed MW1. These evidence substantiate the allegations as to fabrication of records of the bank to conceal the fraud committed by the workman.

34. The workman has credited Rs. 20,000 in the S.B. account only on 2-8-1989. This is borne out by Ext. ME20 credit slip dated 2-8-1989. Customer has not visited the Branch on 2-8-1989. He made entries in the cash waste. He made entries relating to the credit slip in the subsidiary and put initials. This was not posted in the ledger. These points are admitted by the workman in Ext. ME5 statement. ME15 or ME16 ledger sheet does not contain the credit entry of Rs. 20,000 as on 2-8-1989, but it is entered in ME17 subsidiary only. T. Sasidharan MW4 is to the effect that he was acting as cashier on 2-8-1989 and he received Rs. 20,000 on 2-8-1989. He identified credit slip dated 2-8-1989 (ME20) and confirmed that it is in the handwriting of the workman. Evidence of Smt. V. R. Sreekala is to the effect that she had not made any credit entry relating to deposit of Rs. 20,000 on 2-8-1989 in the relevant ledger. Evidence of P. C. Prabhu (MW3) is to the effect that the ME20 credit slip for Rs. 20,000 was entered in the cash receipt waste by the workman on 2-8-1989 as the last entry and this has escaped the notice of MW3. From the above, allegation as to the deposit of Rs. 20,000 and allied activities are substantiated.
35. Considering the oral and documentary evidence as record, I find that the following allegations against the workman are made out. On 23-6-1989 T. C. Ibrahim, S.B. account holder No. 10944 came to the branch and entrusted the workman, who was acting as cashier on the relevant day Rs. 20,000 along with the pass book and duly filled up remittance slip.

The workman received the cash and made credit entry in the pass book and handed over the pass book to account holder. The workman did not account the cash in the bank and misappropriated the same. On 31-7-1989, the customer came to the bank for withdrawing Rs. 10,000 from the said S.B. account. Then the workman made a fake credit entry Rs. 20,000 as on 29-6-1989 in the relevant ledger sheet and forged the initials of supervisor. He filled up a loose cheque leaf for Rs. 10,000 and got it signed by the customer and arranged payment. He posted the relevant entries by himself in the ledger and subsidiary concerned. Thereafter, on 1-8-1989, he removed the ledger sheet relating to the S.B. account from the concerned ledger and replaced a new one after making entries from 22-2-1989. He removed the subsidiary sheet from the concerned ledger on 2-8-1989 and put fresh sheets after carrying over the balance on 2-8-1989.

36. On 2-8-1989 the workman prepared a credit slip and forged the signature of the customer and remitted a sum of Rs. 20,000 in the said S.B. account. He himself managed to make entries in the cash waste, posted the slip in the subsidiary alone without entering the same in the ledger sheet concerned. He released the relevant slip from the subsidiary and forged the initials of supervisor. Thus he committed misappropriation to the tune of Rs. 20,000 by misusing his position in the Bank. To conceal his misdeeds, he forged the initials of supervisor and signature of customer. Above actions on the part of the workman constituted gross misconducts as per relevant provision of Canara Bank Service Code. Thus the finding of guilt recorded by the enquiry officer is correct and the same is supported by legal evidence. The issue is found accordingly.

37. It has been argued by the counsel for the workman, that it is not legal to arrive at the findings of misconduct based on the admission of delinquent workman alone. He cited the decision of Hon'ble High Court of Gujarat in *Natwar Bhai S. Makwana Vs. Union Bank of India* reported in 1985 Lab. I.C. 422. This decision is quoted extensively in the claim statement of the workman also. In the present case, finding of the enquiry officer is not only based on Ext. ME5 admission but also based on other corroborative oral and documentary evidence. Therefore

this decision has no application to the facts of the case. It has been argued by the counsel for the workman that the failure on the part of management in producing the attendance register and duty allotment register has prejudiced the defence of the workman. There was no dispute regarding attendance of staffs on the relevant dates and the duty assigned to them on the said dates. It is the uncontroverted evidence of Smt. V. R. Sreekala (MW5) that when there is heavy transactions other staff members used to help her for the quick disposal of customers. This indicates that the duty allotment norms are flexible. If the workman wanted to rely on the said documents, he could have called for it. That is not done. I do not find that any prejudice is caused to the workman in this regard. Thus according to me, this contention has no merit.

38. In the result, it is found that the domestic enquiry is conducted in full compliance with the principles of natural justice and the findings of the enquiry officer is legal and proper."

X. The remaining point for consideration is regarding the sustainability of the punishment of dismissal imposed on the workman concerned. The proved misconducts are serious. The claim of the workman that he has got unblemished service for 15 years is not controverted by the management. He started his career as a sub staff and due to his industrious nature he became a clerical staff. It is the evidence of Sri. M. Ahammed, Manager MW1 in the enquiry that the performance of workman as a clerk was good. When the workman was questioned about the irregularities in the balancing book on 10-8-1989, he confessed his misconducts to his colleagues and officers. He remitted the amount of Rs. 20,000 which he has retained with him illegally, at the earliest opportunity and he has not caused any loss to the bank or the customer. The reputation of the Bank is not affected in any manner. It is the plea of the workman that he retained the money since he was in dire need of money in connection with his sister's alliance. He has expressed repentance before his colleagues and superior officers of the bank. He was pleading for mercy in his explanation to the charge sheet. He co-operated with the investigating officer and voluntarily gave a confession before the investigating officer. During the course of enquiry also, he did not make any resistance and he was pleading for sympathy through out. All these facts and circumstances indicate that he is not a hardened offender who cannot be reformed. These extenuating circumstances were not properly considered by the disciplinary authority while in-

inflicting the punishment of dismissal. Dismissal amounts to economic death sentence as far as the workman is concerned. Therefore, I am of the view that the punishment of dismissal is on the higher side and hence not justified. A lesser punishment will meet the ends of justice. While interfering with the punishment I am conscious that interest of discipline in the Bank shall also be take care of. The workman was out of employment from 17-8-1990. He was facing the social contempt for spoiling his career in a nationalised Bank. Five years of poverty and the mental agony suffered by him must have chastened him. He has indulged in the misconducts since he had access to the records of the bank in the capacity of a clerk. Considering the facts and circumstances of the case, I am of the view that forfeiture of full back wages and demotion of the workman to the sub staff cadre will be a suitable punishment for the proved misconducts. Therefore I direct the management to re-instate the workman as a sub staff without any back wages within one month from the date of knowledge of this award but with continuity of service. I hope that the workman will take the leniency shown to him to his heart in the right perspective and will convince the management to be a loyal and disciplined employee and discharge his duties accordingly in future. As time passes, it is upto the workman to represent before the management for reconsideration of his demotion, in which case the management shall consider the matter objectively and take a decision for which this award will not be a hurdle.

In the result, an award is passed setting aside the dismissal of workman and directing the management to re-instate the workman as a sub staff without any back wages, but with continuity of service within one month from the date of receiving knowledge of this award.

M. N. RADHAKRISHNA MENON, Industrial Tribunal,

#### ANNEXURE

Witness examined on the side of the Management:  
MW1 : Sri. L. Simon Dod Singh.

Witness examined on the side of the Workman:  
NIL

Exhibits marked on the side of the Management :

Ext. M1 : Enquiry file.

Exhibits marked on the side of the Workman:  
NIL

नई दिल्ली, 22 सितम्बर, 1995

का.आ. 2771.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 17) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार इण्डियन बैंक के प्रबन्धसूच के संबंध में नियोजकों और उनके

कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में, औद्योगिक अधिकरण, मद्रास कम्प्यूट को प्रकाशित किया है, जो केन्द्रीय सरकार का 20-9-95 को प्राप्त हुआ था।

[संख्या एन-12012/52/87/डी II ए]

ब्रज मोहन, डेस्क अधिकारी

New Delhi, the 22nd September, 1995

S.O. 2771.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Madras as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Bank and their workmen, which was received by the Central Government on 20-9-95.

[No. L-12012/52/87-DUA]

BRAJ MOHAN, Desk Officer

#### ANNEXURE

#### BEFORE THE INDUSTRIAL TRIBUNAL, TAMIL NADU MADRAS

Wednesday, the 30th day of August, 1995  
Present:

THIRU N. SUBRAMANIAN, B.A.B.L.  
INDUSTRIAL TRIBUNAL

INDUSTRIAL DISPUTE NO. 133/1987

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the workman and the Management of Indian Bank, Kerala).

Between

Shri K. P. Abdul Karim,  
Riyas Manzil,  
Kalathingal Kandy,  
Paramba, Chakku Kadavu,  
Kallai, Calicut-3.

AND

The Manager  
Indian Bank, S. M. Street,  
Calicut, Kerala.

Reference:

Order No. -L-12012/52/87-D.II(A), dated  
9-12-87, Ministry of Labour, Govt. of  
India, New Delhi.

This dispute coming on for final hearing on Friday, the 18th day of August, 1995 upon perusing the reference, claim and counter statements and all other material papers on record and upon hearing the arguments of Thiru K. Chandru, Advocate appearing for the workmen, and of Thiru G. Venkateraman, for Tvl. Aiyar and Delia,

and R. Arumugam, Advocates appearing for the Management, and this dispute having stood over till this day for consideration, this Tribunal made the following :

### AWARD

This reference has been made for adjudication of the following issues: -

"Whether the action of the management of Indian Bank in refusing to engage Shri K. P. Abdul Kareem in service of the S. M. Street, Calicut branch of the bank w.e.f. 20-9-85 on the production of the medical certificate for the period from 6-11-81 to 5-7-85 is justified? If not, to what relief the workman concerned is entitled?

2. The case of the petitioner is as follows:

The petitioner was working in Indian Bank, Calicut as a Peon. He has joined the service on 15-12-78. When he developed illness he took 3 months leave. Leave has been sanctioned by the Management. Upto 5-11-81 he was on authorised leave. In the meanwhile he was developing mental illness and was not aware of what he was doing. He was not conscious of his actions. He continued to be sick and was being treated by several doctors. He became normal by September, 1985. Immediately he got the fitness certificate from the doctor and sent it alongwith letter on, 20-9-85, to the bank. No reply was received from the Management. He wrote another letter on 29-10-85. Since he did not receive any reply to the two letters, he took up the matter with the Assistant Labour Commissioner. Since the matter could not be settled, the matter has been referred to this Tribunal. The absence of the worker was not wilful. He was originally staying at Akkarapals. During his sickness, he was removed from place by his people and was staying at some other place. Since he had shifted his residence he had not received any communication from the bank. He was also not leading a normal life. The Medical Certificate was issued by a retired doctor of the Medical College Hospital Calicut. On the strength of the certificate he reported for work on 20-9-85. The Management did not accept his letter and medical certificate. The worker has not received any notice informing him to join duty or that his services were liable to be terminated. He was also not aware of any paper publication. He was not employed anywhere during this period. He has not left India. As per the letter of the Management dated 1-12-86 addressed to the Asstt. Labour Commissioner Cochin with a copy to worker has taken a stand that his name was removed from the rolls of the Bank for unauthorised absence. As he was not heard before the infliction of the punishment the action of

the Management is opposed to the principles of natural justice. The action of the Management in refusing to engage the worker even after producing satisfactory evidence is not justifiable. Hence the dispute has been raised.

2. The respondent filed its counter contending that the petitioner joined on 4-12-78. He was in the permanent employment of the bank for 2-1,2 years. On 5-8-81 he was on 3 months medical leave is duly evidenced by Medical certificate. The leave was sanctioned. On the expiry of the 3 months period the employee applied for extension of leave for further period of 3 months. But he did not send medical certificate. The averments that petitioner started developing mental illness and therefore not aware of what he was doing and was not conscious of his actions is wrong. He was called upon by the branch on 3-12-81 to produce the Medical certificate in support of his leave application. He was again called upon on 9-2-82 to produce the Medical certificate. It was returned undelivered with an endorsement "Addressee left the place and present address not known". Since the petitioner did not report for duty, the Head Office of the respondent called upon the employee to report for duty on or before 1-7-82. The letter was returned with a remark "addressee left the place." Even after that respondent bank sent another letter to the address furnished by the petitioner. It was also returned with an endorsement "Addressee left India". The respondent bank took all earnest efforts to communicate to the petitioner about his unauthorised absence, and to call upon him to report for duty. After having issued notice to the available address the respondent issued public notice in the daily. The above publications were given in order to give a fair chance to the petitioner to report for duty. In spite of that petitioner did not report for duty. So, the respondent did not have any other option but to remove his name from the roll. Even assuming without admitting that the petitioner was taking treatment for mental illness it is unlikely that none of his close relatives chose to inform the bank about the ailment. As the petitioner did not report for duty within the time stipulated in the final public notice the respondent had no other alternative but to remove his name from the rolls of the bank w.e.f. 20-10-82. The removal of the name of the petitioner from the roll is due to the act of the petitioner himself. As the petitioner's name was removed from the rolls of the bank w.e.f. 20-10-82 the question of allowing the petitioner on 20-9-85 on the basis of the Medical certificate to join duty does not arise. The respondent bank cannot keep any post vacant indefinitely as it is concerned with the day-to-day customer service. The removal of the petitioner's name from the bank's roll does not amount to retrenchment. Hence the claim may be dismissed with costs.

3. By consent, Ex. W-1 and Exs. M.1 to M.6, M.26 to M.28 were merged. Ex. M.7 to M.16 were marked through W.W.1 Exs. M-17 to M-19, M-21, M.23, M.25 and M.29 were marked through MW1. Arguments of both the counsels were heard.

4. The point for consideration is: Whether the action of the Management of Indian Bank, in refusing to engage Shri K. P. Abdul Karim, in service of the S.M. Street, Calicut branch of the bank w.e.f. 20-9-85 on the production of Medical certificate for the period from 6-11-81 to 5-7-85 is justified. If not what relief the workman concerned is entitled to."

5. The Point: Admittedly, the petitioner workman joined duty in the respondent bank on 4-12-78. He was appointed as a permanent employee of the bank. He applied for leave for 3 months from 5-8-81, with Medical certificate. The leave was sanctioned. Subsequently he applied for extension of leave for 3 months, without accompanying medical certificate. Therefore, the respondent bank called upon the workman to produce the medical certificate on 3-12-81 under Ex. M.1. Again he was called upon to produce the medical certificate on 9-2-82. The letter was returned with an endorsement "Addressee left the place." Thereafter the Head Office by its letter dated 16-6-82 called upon the workman to report duty on or before 1-7-82. That letter was also returned. Ex. M.17 is the returned cover. Another letter was issued by the respondent-bank to the address given by the workman. That was returned with an endorsement "Addressee left India". Ex. M.27 is the returned cover. Subsequently the respondent caused public notice to be issued in the daily papers asking the petitioner to join duty. Ex. M.18 is the copy of the publication effected in the newspaper. Even after the paper publication since the workman did not report for duty, the respondent without no other alternative removed the name of the petitioner from the roll of the bank with effect from 20-10-82. According to the petitioner's counsel the petitioner was suffering from mental sickness and not aware of what he was doing. Further he was not conscious of his actions. Therefore, he could not report for duty. He produced medical certificates Exs. M.2 and M.3 dated 5-7-85 and 17-9-85 stating that the petitioner had taken treatment from him from 6-11-81. He was taking treatment for chronic anxiety. Ex. M.3 is the fitness certificate by the doctor. The respondent's counsel argued that the doctor's certificates Exs. M.2 and M.3 cannot be accepted because the author of the document was not examined. Even if it is admitted in evidence the very same doctor has given a clarification letter to the Management Ex. M.17. There the doctor has stated that the petitioner workman was suffering from anxiety which is a subjective feeling of tension, apprehension, dis-

tress or fear, it does not mean that he cannot attend to his duties in the bank. But he was not attending the duties in the Bank of his own reasons. Therefore it is argued by the respondent's counsel that the alleged sickness is not a serious one which prevented the petitioner workman from attending his regular work. Therefore, the absence of the petitioner-workman from duty from 6-11-81 is not on account of the illness. Further it is argued by the respondent's counsel that the allegation of the petitioner that he was not aware of what he was doing and he was not conscious of his actions and had no mental capacity to decide what was wrong and right is absolutely false. The petitioner-workman during his absence withdrew money from the bank by issuing pay slips. Exs. M. 8 to M.15 are pay slips given by the petitioner-workman. Under Exs. M.10 and M.11 on 20-11-84 the petitioner-workman personally went to the bank and withdrawing the amount. So, he was conscious and he was able to know what he was doing during the alleged period of sickness. The petitioner who went to the bank personally on 20-11-84 could have contacted the Manager and informed about his illness but he did not do so. Further in his evidence he has admitted that in 1984 he met the Branch Manager of Sion, Bombay and borrowed a sum of Rs. 200. That shows that he was able to go to other places and to borrow money. Further from the endorsement in Ex. M.27, he was not in India, in 1982. So, it is argued by the respondent's counsel from the facts and evidence available as stated above the petitioner voluntarily abandoned his work and remained absent from duty. The respondent also has taken every possible means to intimate the petitioner by issuing notice of publications in the paper asking him to report for duty. After exhausting all the means available, the respondent finally resorted to remove the name of the petitioner from the roll of the bank.

6. The petitioner's counsel contended that since the petitioner reported for duty with a medical fitness certificate Ex. M. 3 on 20-9-85 shows his intention to join the duty. The petitioner has reported for duty after the expiry of 4 years. More reporting for duty after a long absence without any satisfactory explanation for his absence will not entitle him to be reinstated. It is true that long absence in all cases will not amount to voluntary abandonment. The intention of the worker must be ascertained. The intention can be ascertained from the conduct and surrounding circumstances of the case. In the present case, the conduct of the petitioner and the other circumstances clearly proves that the petitioner has no intention to join the duty and he has voluntarily abandoned the duty. The respondent's counsel relied on a decision in 1988 Lab. I.C. P 1282. Therefore, the Lordships have held long and continuous absence for years together without any reason or justification what-

ever and without saying very important as in this case give rise to an inference of abandonment as drawn by the authorities below.

7. It is argued by the petitioner's counsel that the termination of the petitioner-workman who has put in more than 2-1/2 years service will amount to retrenchment. So, Sec. 25-F of the I.D. Act has to be followed. According to him admittedly no notice was given for retrenchment or one month salary given in lieu of notice and compensation was also not paid. So, the termination of workman is illegal. It is argued by the respondent's counsel that it is not the respondent who terminated the service on his own accord. It is only the petitioner who voluntarily abandoned the duty and as a consequence he was terminated. Further to attract Sec. 25-F of the I.D. Act, the petitioner-worker must have worked in 240 days in a year prior to his termination. In this case it is not proved by the petitioner that he worked for 240 days in a year prior to the date of termination. So, he is not entitled to the benefits of Sec. 25-F of the I.D. Act. Finally from the evidence available in this case, I incline to hold that the petitioner worker voluntarily abandoned his work. Therefore, he is not entitled to any relief.

In the result, an award is passed dismissing the claim of the petitioner. No costs.

Dated, this the 30th day of August, 1995.

THIRU N. SUBRAMANIAN, Industrial Tribunal  
WITNESS EXAMINED

For Workman:

MW1 : Thiru K. P. Abdul Kareem.

For Management:

MW1 : Thiru K. S. Ramachandran.

DOCUMENT MARKED

For workman:

Ex. W-1|30-11-78 : Appointment order issued to Thiru K. P. Abdul Kareem as Peon (Xerox copy).

For Management:

Ex. M.1|3-12-81 : Application for Privilege leave by Petitioner-workman for the period 5-11-81 to 5-2-82. (Xerox copy).

M-2|5-7-85 : Medical certificate issued to Petr. workman by Dr. P. Vijayan (Xerox copy).

M-3|17-9-85 : —do— (Xerox copy).

M-4|26-9-85 : Letter from Petitioner-workman to the Management-Bank praying to permit him to join duty (Xerox copy).

M-5|15-1-86 : Letter from Petitioner-workman to the Asst. Labour Commissioner

(C), Ernakulam requesting to restore him in service (Xerox copy).

M-6|25-3-85 : Letter from the Management Bank to the Assistant Labour Commissioner (Central) Ernakulam, regarding termination of Petitioner-workman (xerox copy).

M-7| : : Extract of SB Account Ledger page of petitioner-workman (xerox copy).

M-8|23-1-84 : Withdrawal slip of Petitioner-workman for Rs. 350.

(xerox copy).

M-9|17-2-84 : —do— Rs. 300 (xerox copy).

M-10|20-11-84 : —do— for Rs. 100 (xerox copy).

M-11|20-11-84 : —do— for Rs. 500 (xerox copy).

M-12|10-2-85 : —do— for Rs. 1000 (xerox copy).

M-13|22-4-85 : —do— for Rs. 1500 (xerox copy).

M-14|22-4-85 : —do— for Rs. 2000 (xerox copy).

M-15|5-5-85 : —do— for 1000 (xerox copy).

M-16|30-1-89 : Letter from Dr. P. Vijayan to the Management Bank.

M-17|30-1-89 : Xerox copy of Ex. M.16.

M-18|23-9-82 : Notice issued to Petitioner-workman by Management-Bank published in the News paper circulated at Cannanore District, Kerala (Xerox copy).

M-19|26-7-86 : Letter from Passport Officer, Kazhikoda, to the Management-Bank furnishing particulars of passport issued to petitioner-workman (copy).

M-20|9-2-82 : Letter from Manager, Indian Bank to petitioner-workman (Xerox copy).

M-21 : Returned cover addressed to Petitioner-workman.

M-22|16-6-82 : Letter from Deputy General Manager Indian Bank to Petitioner-workman instructing him to report for duty (Xerox copy).

M-23| : Returned cover from Petitioner-workman (Xerox copy).

M-24|12-8-82 : Letter from Management Bank to Petitioner-workman instructing him to report for duty.

M-25 : Returned cover addressed to  
Petitioner-workman (Xerox copy)

M-26 : —do—

M-27 : —do—

M-28 : —do—

M-29/9-3-82 : Letter from Management-  
Bank to Petitioner-workman.

State: West Bengal

Industry: Coal

### AWARD

By Order No. L-19012(150)/86-D.IV(B) dated 16-6-1987, the Central Government in exercise of its power under section 10(1)(d) and sub-section (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

नई दिल्ली, 25 सितम्बर, 1995

सं. आ. 2772.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की भाग 17 के अनुसरण में, केन्द्रीय सरकार ई.पी.एल. के प्रबन्धन के संबद्ध विवादों और उनके नर्सिकारों के बीच, अनुबंध में विहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पंचपट को प्रशासित करता है, जो केन्द्रीय सरकार का 18-9-95 को प्राप्त हुआ था।

[सं. एन.-19012/150/86 डी IV (बी) ]

राजा लाल, डेस्क अधिकारी

New Delhi, the 25th September 1995

S.O. 2772.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Calcutta as shown in the Annexure in the industrial dispute between the employers in relation to the management of E.C. Ltd. and their workman, which was received by the Central Government on the 18-9-95.

[No. L-19012/150/86-DIV(B)]

RAJA LAL, Desk Officer

### ANNEXURE

### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 96 of 1988

### PARTIES:

Employers in relation to the management of  
Tirat Colliery under Satgram Colliery  
of Eastern Coalfields Limited.

AND

Their workman

### Present:

Mr. Justice K. C. Jagadeb Roy . . Presiding  
Officer.

### Appearance:

On behalf of Management—Mr. P. Banerjee,  
Advocate.

On behalf of Workman—Mr. A.K. Das,  
Advocate.

"Whether the action of the Management of Tirat Colliery under Satgram Area of M/s E.C. Ltd. by not paying wages for the period from 29-6-83 to 20-10-83 to Sri Sanowar Khan, COM Driver is justified? If not, to what relief the workman is entitled?"

2. This is a reference of the year 1988. The parties filed their written statements followed by a rejoinder by the workmen and both the parties are represented in the Tribunal by the learned counsels. Management is represented by Mr. P. Banerjee, Advocate whereas the workmen is represented by A.K. Das, Advocate.

3. Even though the reference is of the year 1988, none of the parties choose to lead evidence before the Tribunal in support of their contention, nor any document has been marked as exhibit in the case by either party. On 27-4-1995, Mr. Das, learned counsel for the workmen stated that the concerned workman whose name finds place in the schedule of reference is already dead and the grievance of the said workman had already been met and as such he did not want to lead any evidence in the case. Mr. Das was allowed to file a memo stating the said fact. It was stated by Mr. Banerjee learned counsel appearing for the management that the money which was due to the deceased workman had already been paid to the legal representatives or the workman and on the prayer of the parties the case was posted to 14-6-1995 for filing a joint memo by them stating the aforesaid facts. On 14-6-1995 when the case was called both Mr. Banerjee and Mr. Das were present before the Tribunal but the memo as undertaken was not filed and it was stated to the Tribunal that evidence was not being led in the case as there was no grievance left to be pursued after the amount of money had been received by the legal representatives of the deceased workman.

4. I accordingly hold that there is no dispute in existence in respect of which the reference is to be answered and particularly so when no evidence is led in the case. I am accordingly satisfied that because of payment of the due amount to the legal representatives of the deceased work-

man, the demand of the workmen has been given up. I accordingly pass a "No Dispute" Award in the case.

The reference is answered accordingly.

Dated: Calcutta, the 3rd August, 1995

K. C. JAGADEEP ROY, Presiding Officer

सई दिल्ली, 25 सितम्बर, 1995

का.मा. 2773.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एम.ई.सी.एल. के प्रबन्धकों के संवर्द्धनियों को और उनके कर्मचारों के बीच, खनन में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपद को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-9-95 को प्राप्त हुआ था।

[सं. एन.-21012/39/88 टी-III(बी)/डी 4(बी)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 25th September, 1995

S.O. 2773.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of S.E.C. Ltd. and their workmen, which was received by the Central Government on the 21-9-1995.

[No. L-21012/39/88-D-III(B) D-IV(B)]

RAJA LAL, Desk Officer

#### ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT  
JABALPUR, (M.P.)

CASE REF. NO. CGIT/LC(R) (65)1989.

BETWEEN

Shri Madan Karfarma, represented through the President, Rashtriya Koyla Khadan Mazdoor Sangh, Korea Branch, P.O. Korea Colliery, District Surguja (M. P.).

AND

The Dy. Chief Engineer, Korea Colliery, SECL, District Surguja (M. P.).

PRESIDED IN :

By Shri Arvind Kumar Awasthy.

APPEARANCES :

For Workman : Shri R. K. Gupta, Advocate

For Management : Shri R. Menon, Advocate

INDUSTRY : Coal Mine DISTRICT : Surguja (M. P.).

#### AWARD

Dated : September 7, 1995

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-21012/39/88-D-3, B-D-4 (B), dated 7-3-1989, for adjudication of the following industrial dispute :—

#### SCHEDULE

"Whether the action of the Management of Korea Colliery of SECL, District Surguja in dismissing their workman Shri Madan Karfarma, Mechanical Fitter, CHP No. 2 Korea Colliery from services vide order No. KR/DC/ME/Con/2636/Misc. dated 4-3-1985, is legal and justified? If not, to what relief the workman concerned is entitled and from what date?"

2. Admitted facts of the case are that the workman, Shri Madan Karfarma, was employed as Mechanical Fitter in Korea Colliery of S.E.C.L. and on 16-12-1983 he was on duty in the second shift. It is also not in dispute that the charge-sheet was issued for the misconduct of serious neglect of work against the workman and the services of the workman were terminated by the impugned order dated 4-3-1985.

3. The case of the management is that on 16-12-1983 when the workman was on duty in the second shift the report of the break down of the machine was made by Shri Mobin, Feeder Breaker Operator, and the workman, Shri Madan Karfarma, attended the break down of the machine and the defect in the machine was removed by him after putting the Sheer Pin. The management has alleged that Shri Madan Karfarma started the machine without ascertaining that any person is on the job of breaking the stone; that on account of the negligence by Shri Madan Karfarma and also due to the oversight of taking proper safety precaution by him, one Shri Hira Lal who was in the Feeder Hopper fell down in the Crusher; that due to the serious negligence by the workman, Shri Hira Lal was completely crushed and died immediately; that Shri Madan Karfarma fully participated in the domestic enquiry and the Enquiry Committee consisting of Shri B. B. Chatterji and Shri B. B. Singh gave its report on 13-2-1985 holding the workman guilty of the charges; that the competent authority imposed the punishment of dismissal from the service of the workman on 4-3-1985.

4. The case of the workman is that there is no evidence against the workman to hold him guilty of serious neglect of duty; that the domestic enquiry was not in accordance with the laid down procedure; that the finding of the Enquiry Officer is perverse and the punishment inflicted on the workman was harsh and excessive. The workman has prayed for the reinstatement with full back wages.

5. Following are the issues framed in the case :

#### ISSUES

1. Whether the domestic/departmental enquiry is proper and legal?



2. Whether the punishment awarded is proper and legal ?
3. Whether the management is entitled to lead evidence before this Tribunal ?
4. Whether the termination/action taken against the workman is justified on the facts of the case ?
5. Relief and costs ?

6. Issues No. 1 & 3 :—My learned predecessor vide order dated 15-5-1991 has held that the domestic enquiry was proper and legal and Issues No. 1 & 3 were answered in favour of the management.

7. Issue No. 4 : From the statement of the witnesses examined by the workmen in the domestic enquiry, it is clear that at the relevant time when the deceased Shri Hira Lal died in the accident, the workman, Shri Madan Karfarma, was working as a Mechanical Fitter and the machine was started by the workman, Shri Karfarma. This is also clear from the statement of the delinquent employ and his witnesses that the deceased, Shri Hira Lal, was crushed in the feeder Hopper on account of the fact that the machine was started by the workman, Shri Madan Karfarma. Shri Hira Lal and one Shri Ram Dhani were deployed by the Munshi, Shri Ghosh, to remove the bolder entangled in the crusher teeth; that Shri Hira Lal and Shri Ram Dhani were breaking the bolders for removing it from the crusher teeth; that deceased, Shri Hira Lal, remained in the Hopper on its joint conveyor waiting for Shri Ram Dhani to return with the crew bar; that at that time when the said Shri Hira Lal was on the joint conveyor Shri Madan Karfarma started the Feeder Breaker for taking trial without looking inside the hopper.

8. The defence of the workman, Shri Madan Karfarma, is that on account of the clouds of the coal dust he was not able to see that Shri Hira Lal was working on the joint conveyor and that inspite of his call the workman, Shri Hira Lal, did not leave the place. The deceased, Shri Hira Lal, was at a distance of 10 ft. from where Shri Madan Karfarma started the machine. In view of the fact that the visibility at the spot was poor, it was incumbent on the workman, Shri Madan Karfarma, to ascertain whether somebody was near or under the conveyor belt or not. Shri Madan Karfarma had started the machine for taking the trial whether the machine had come to order or not. In such circumstances, Shri Madan Karfarma who was starting the machine abruptly for the purpose of trial it was all the more necessary for him to see that the workman was removed from the conveyor belt in order to avoid the unfortunate accident. Learned members of the Enquiry Committee and the Disciplinary Authority have discussed the circumstances of the facts of the case and they have rightly concluded that the workman Shri Madan Karfarma, was guilty of gross negligence resulting in the instantaneously death of Shri Hira Lal.

9. The contention of the workman is that the management has not led any evidence to prove the 2415 GI/95—8.

negligence of the workman. In view of the admission by the workman that the machine was started by him and the due to the sudden start of the machine, Shri Hira Lal was crushed and died, there was no necessity of examining any witness to prove the negligence of the workman, Shri Madan Karfarma. The maxim Res ipsa loquitur which means the circumstances speak for themselves as laid down in AIR 1974 S.C. 1516 and AIR 1980 S.E. 873 is fully applicable in this case. The manner of the accident sometimes is the sufficient evidence to establish the negligence. In view of the statement of the two witnesses of the workman and the statement of the workman and the attending circumstances, the finding of the Enquiry Officer that the cause of unfortunate death of Shri Hira Lal was the negligence of Shri Madan Karfarma is just and proper. Issue No. 4 is answered in favour of the management.

10. Issue No. 2 : The workman is guilty of the gross negligence which has resulted in the instantaneous death of the workman, Shri Hira Lal. The misconduct as laid down under C-1. 17(f) of the Standing Orders of serious neglect of work is proved. Looking to the gravity of the negligence, although punishment appears to be little excessive, but it is not liable to be interfered as the management is in far better position to judge the ground realities. Punishment of the dismissal of the workman from the service is neither highly disproportionate or excessive and as such it is liable to be maintained. Issue No. 2 is answered in favour of the management.

11. Issue No. 5 : Reference is answered in favour of the management. The dismissal of the workman from service vide order dated 4-3-1985 is held legal and justified. Parties to bear their own costs.

ARVIND KUMAR AWASTHI, Presiding Officer

नई दिल्ली, 25 सितम्बर, 1995

का.आ. 2774.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एम.ई.सी.एल. के प्रबन्धन के संवद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जयपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-9-95 को प्राप्त हुआ था।

[सं. एल-22012/415/91 आई.आर. (सी II)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 25th September, 1995

S.O. 2774.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of S.E.C. Ltd. and their workmen, which was received by the Central Government on the 21-9-1995.

[No. L-22012/415/91-IR(CII)]

RAJA LAL, Desk Officer

## ANNEXURE

नई दिल्ली, 25 सितम्बर, 1995

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
JABALPUR (MP).Case Ref. No. CGIT/LC(R) (46)/1992  
BETWEENShri Samroo, Loader, represented through the  
Secretary, National Colliery Workers Federation,  
J & K Area, P. O. Kotma Colliery,  
District Shahdol (MP).

AND

The Deputy General Manager/Sub Area Manager,  
Kotma Sub Area, P. O. Kotma Colliery,  
District Shahdol (MP).

PRESIDED IN :

By Shri Arvind Kumar Awasthy.

APPEARANCES :

For Workman : Shri Rohit Arya, Advocate.

For Management : Shri R. Mukhyopadhyaya.

INDUSTRY : Coal Mines DISTRICT : Shahdol (MP)

AWARD

Dated : September, 8 1995.

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-22012/415/91-IR(C-II) dated 11-3-1992, for adjudication of the following industrial dispute :—

## SCHEDULE

“Whether the action of the Sub Area Manager, Kotma Colliery of SECL, P. O. Kotma Colliery, Dist. Shahdol, in dismissing Shri Samroo, Loader, T. No. 1315 from company's services w.e.f. 20-1-1990 is legal and justified, If not, to what relief the workman is entitled to ?”

2. The settlement dated 7-1-1995 was filed by the Management, According to the settlement the management agreed to provide fresh employment to the workman as loader and his reinstatement was subject to his being found medically fit. The parties agreed to withdraw the dispute pending before the Tribunal.

3. The management has alleged that on 20-1-1995 the medical examination of the workman was conducted and he was not found medical fit and as such he is not entitled for the reinstatement. The workman has not filed the rejoinder nor appeared on several hearings inspite of the repeated notice. The workman has failed to prove that his dismissal from the service was unjustified or improper. In view of the aforesaid circumstances, reference is answered in favour of the management. Workman is not entitled for any relief. No order as to costs.

ARVIND KUMAR AWASTHY, Presiding Officer

को. आ. 2775.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एन. ई. सी. एल. के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 21-9-95 को प्राप्त हुआ था।

[सं. एल.—22012/286/92-आई आर (सी-II)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 25th September, 1995

S.O. 2775.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of S.E.C. Ltd. and their workmen, which was received by the Central Government on 21-9-95.

[No. L-22012/286/92-IR(CII)]

RAJA LAL, Desk Officer

## ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
JABALPUR (MP).

—Case Ref. No. CGIT/LC(R)(41)/1993

BETWEEN

Shri Perulal S/o Nakcher, represented through  
the President, Rashtriya Koyla Mazdoor  
Sangh, Chirimiri Area, P. O. Gerdipara,  
District Surguja (MP).

AND

The Deputy C.M.I., Sub-Area Manager, Kurasia  
Group, P. O. Kurasia, Colliery, District  
Surguja (MP).

PRESIDED IN :

By Shri Arvind Kumar Awasthy.

APPEARANCES :

For Workman : Shri T. Kashinath.

For Management : Shri A. K. Shasi, Advocate.

INDUSTRY : Coal Mines DISTRICT : Surguja (MP).

AWARD

Dated : 8th September, 1995

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-22012/286/92-IR(C-II) dated 9-2-1992, for adjudication of the following industrial dispute :—

## SCHEDULE

“Whether the action of Dy. Chief Mining Engineer, Kurasia Group of Mines of Chirimiri

Area of S.E.C. Ltd. in terminating the services of Shri Perulal S/o Nakcher, w.e.f. 10-6-89 is legal and justified? If not, what relief is the concerned workman entitled to?"

2. The workman has not filed the statement of claim. In the last three hearings the workman remained absent. The statement was also not filed by the management. It appears that on account of the Settlement dated 8-9-1994 the workman is not interested in pursuing the dispute. No dispute award is therefore passed. No order as to costs.

ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली, 25 सितम्बर, 1995

का. आ. 2776.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एम ई सी एल के प्रबंधक के संबद्ध नियोज्जको और उनके कर्मचारों के बीच अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 21-9-95 को प्राप्त हुआ था।

[सं. एन-22012/118/94-आई आर (सी-II)]  
राजा लाल, डेस्क अधिकारी

New Delhi, the 25th September, 1995

S.O. 2776.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of S.E.C. Ltd. and their workmen, which was received by the Central Government on 21-9-95.

[No. L-22012/118/94-IR(C-II)]  
RAJA LAL, Desk Officer

#### ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
JABALPUR (MP).

Case Ref. No. CGIT/LC(R) (139)/1994

#### BETWEEN

Shri Lodhu S/o Motu, represented through the Secretary, R.K.K.M.S. (INTU●) at 15 Block, Quarter No. G-64, P.O. Korba Colliery, District Bilaspur (MP).

#### AND

The Sub-Area Manager, S.E.C.L. Rajgamar Colliery, P. O. Rajgamar Colliery, District Bilaspur. (MP).

PRESIDED IN :

By Shri Arvind Kumar Awasthy.

#### APPEARANCES :

For Workman : Shri Kurrey.

For Management : Shri Mukhyopadhyaya.

INDUSTRY : Coal Mines DISTRICT : Bilaspur (MP)

#### AWARD

Dated : September, 8 1995

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-22012/118/94-IR(C-II) dated 19-8-1994, for adjudication of the following industrial dispute:—

#### SCHEDULE

"Whether the action of the management of SECL, Rajgamar Colliery in dismissing Sri Lodhu S/o Motu, Ex. Loader from service w.e.f. 23-8-88 vide order No. Raj/Sm/CS/3315-27 dated 18-8-88 is legal and justified? If not, to what relief the workman is entitled to?"

3. Workman remained absent on 23-8-95. A letter was filed by the management to show that the workman has withdrawn the case. Consequently, It is clear that the workman is not interested in pursuing the case. No dispute award is hereby passed. No order as to costs.

ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली, 25 सितम्बर, 1995

का. आ. 2777.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एम ई सी एल के प्रबंधक के संबद्ध नियोज्जकों और उनके कर्मचारों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 21-9-95 को प्राप्त हुआ था।

[सं. एन-22012/115/94-आई आर (सी-II)]  
राजा लाल, डेस्क अधिकारी

New Delhi, the 25th September, 1995

S.O. 2777.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of S. E. C. Ltd. and their workmen, which was received by the Central Government on 21-9-95.

[No. L-22012/115/94-IR(C-II)]

RAJA LAL, Desk Officer.

## ANNEXURE

New Delhi, the 25th September, 1995

IN THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL LABOUR COURT, JABALPUR (MP).  
CASE REF. NO. CGIT/LC(R)(128)|1994

## BETWEEN

Shri Rainu Ram represented through the  
General Secretary, Chattishgarh Khadan  
Karkhana Mazdoor Union Branch Mangi-  
mongra, District Bilaspur (MP).

## AND

The Dy. General Manager, S.E.C.L. Gevra  
Project, P. O. Gevra Project, District  
Bilaspur (MP).

PRESIDED IN : By Shri Arvind Kumar Awasthy.

## APPEARANCES :

For Workman : Shri Rambilash Shobhnath.

For Management : Shri R. Mukhyopadhyaya.

INDUSTRY : Coal Mines. DISTRICT : Bilaspur  
(MP).

## AWARD

Dated : September 8, 1995

This is a reference made by the Central Govern-  
ment, Ministry of Labour, vide its Notification No.  
L-22012|115|94-IR(C.II) Dated 3-8-1994, for ad-  
judication of the following industrial dispute :—

## SCHEDULE

“Whether the demand of Chhatisgarh Khadan  
Karkhana Mazdoor Union, Bakimongra,  
for promotion/regularisation of Sri Ratu  
Ram as Sr. Dumber Operator Gr. I (Offi-  
ciating Sr. Dumber Operator Spl. Gr.) by  
the management of SECL, Gevra Project,  
Distt. Bilaspur, is justified? If so, to what  
relief the workmen concerned are entitled  
to?”

2. The workman has filed an application dated  
20-6-1995 to the effect that he does not want to  
contest the case because the dispute is amicably  
settled with the management and the Management has  
given the promotion to the workman. Consequently,  
prayer of the management to pass a no dispute award  
is proper. No dispute award is hereby passed. Parties  
to bear their own costs.

ARVIND KUMAR AWASTHY, Presiding Officer.

नई दिल्ली, 25 सितम्बर, 1995

का. आ. 2778.—औद्योगिक विवाद अधिनियम,  
1947 (1947 का 14) की धारा 17 के अनुसरण में,  
केन्द्रीय सरकार एस ई सी एल. के प्रबंधन के संबद्ध नियोजकों  
और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट  
औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण  
जबलपुर के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार  
को 21/9/95 को प्राप्त हुआ था।

[मं. एल.—22012/259/89-आई आर (सो-II)]

राजा लाल, ईरक अधिकारी

S.O. 2778.—In pursuance of Section 17 of the  
Industrial Disputes Act, 1947 (14 of 1947), the  
Central Government hereby publishes the award of  
the Central Government Industrial Tribunal, Jabalpur  
as shown in the Annexure in the industrial dispute  
between the employers in relation to the management  
of S. E. C. Ltd. and their workmen, which was re-  
ceived by the Central Government on the 21-9-95.

[No. L-22012|259|89-IR(C-II)]

RAJA LAL, Desk Officer

## ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT, JABALPUR  
(M.P.)

Case Ref. No. CGIT/LC(R)(15)|1992.

## BETWEEN

Shri Bahoran Singh S/o Shri Bhupal Singh, re-  
presented through the Secretary, Chattisgarh  
Khadan Karkhana Mazdoor Sangh, Banki-  
mongra, P.O. Bankimongra, District Bilas-  
pur (MP)-495447.

## AND

The Sub-Area Manager, S.E.C.L., Balgi Pro-  
ject, P.O. Bhairotal vis Banki Mongra,  
District Bilaspur (M.P.)—495497.

PRESIDED IN : By Shri Arvind Kumar Awasthy.

## APPEARANCES :

For Workman : Shri Rambilas Shobhnath.

For Management : Shri A. K. Shastri, Advocate.

INDUSTRIAL : Coal Mines DISTRICT : Bilaspur  
(MP).

## AWARD

Dated the September 8, 1995

This is a reference made by the Central Govern-  
ment, Ministry of Labour, vide its Notification No.  
L-22012|259|89-IR(C.II) Dated 1-4-1992, for ad-  
judication of the following industrial dispute :—

## SCHEDULE

“क्या मेसर्स एस.ई.सी.एल. को बालगीपरियोजना के  
प्रबंधन द्वारा अपने कर्मकार श्री बदोरन पुत्र श्री भुवन सिंह  
की प्रबंधन के रिकार्ड में दर्ज जन्म तिथि 1-4-35 को  
27-12-43 न करने की कार्यवाही वैधानिक और न्यायोचित  
है। यदि नहीं, तो संबंधित कर्मकार किस अनुतोष का हकदार  
है।”

2. The workman has filed an application for the  
withdrawal of the case. The reason of withdrawal of  
the case given by the Union is that the workman has  
retired from the service. The workman and the  
Union had prayed to pass a no dispute award. Con-  
sequently, no dispute award is passed. No order as  
to costs.

ARVIND KUMAR AWASTHY, Presiding Officer.

नई दिल्ली, 25 सितम्बर, 1995

26-10-88 is justified ? If not, to what relief the workmen concerned is entitled ?

का. आ. 2779.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार एफ सी आई के प्रबंधन के संबंध नियोक्तों और उनके कर्मचारों के बीच अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 21/9/95 को प्राप्त हुआ था।

[नं. एन.—22012/141/एफ/89-आई आर (सी-II)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 25th September, 1995

S.O. 2779.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of F. C. I. and their workmen, which was received by the Central Government on the 21-9-95.

[No. L-22012/141/F/89-IR(C-II)]

RAJA LAL, Desk Officer

## ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (MP).

Case Ref. No. CGIT[LC(R)(221)]1989.

## BETWEEN

Anant Kumar Yadav, Subhash Ward, Seoni (MP).

## AND

The Regional Manager, Food Corporation of India, Chetak Building, Maharana Pratap Nagar, Habibganj, Bhopal (MP).

PRESIDED IN : By Shri Arvind Kumar Awasthy.

## APPEARANCES :

For Workman : Shri A. K. Shasi, Advocate.

For Management : Shri S. K. Rao, Advocate.

INDUSTRY : FCI DISTRICT : Bhopal (MP).

## AWARD

Dated : September 8, 1995

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-22012/141/F/89-IR (Coal-II), dated 26 October, 1989, for adjudication of the following industrial dispute :—

## SCHEDULE

“Whether the action of the Management of Food Corporation of India, Bhopal in terminating services of Sri Anant Kumar Yadav, Ex. Assistant Grade-III (General) w.e.f.

2. Admitted facts of the case are that the Food Corporation of India published an advertisement for filling up the vacancy from the sports quota and in relaxation of normal recruitment rules in the sports quota. The applicant who was called for interview was selected for the post of Assistant Grade III. It is also admitted that the workman joined the post of A.G. III vide joining report dated 6-1-1988 and the workman executed a bond in favour of the F.C.I. that he serve the FCI at least for five years. It is also the common ground that the workman was employed in FCI to participate in national tournaments at various place on behalf of the FCI; that the workman continuously worked from 20-12-1987 to 26-10-1988 and thereafter his services were terminated by the management.

3. The case of the workman is that he continuously worked for more than 240 days and his services were illegally terminated without pay re-employment compensation and the required notice; that the services of the workmen were treated permanent and continuous and his termination is against the provisions of law. Workman has prayed for reinstatement with full back wages.

4. The case of the management is that the workman was selected in the sports quota on the post of A.G. III and he was on probation for a period of one year; that in the Annual Inter-Zone Athletic Meet of the F.C.I. held at New Delhi on 17th and 18th February, 1988 the performance of the workmen was below standard and as such it was that his continuance in the FCI in sports quota is in fact a liability on the FCI and his continuance did not serve any purpose for which the workman was recruited; that considering the work, performance and sports results the service of the workman who was on probation was terminated; that the termination of the workman from service is not covered by the definition of retrenchment and as such the management has not violated the provisions of Sec. F of the I.D. Act.

5. The terms of reference was made the issue in the case.

6. The workman examined himself and the management has examined two witnesses viz. Shri P. K. Vasudeva (M.W.1) and Shri N. S. Murty (M.W.2). Parties have filed the documents.

7. From the statement of P. K. Vasudeva (M.W. 1) and N. S. Murty (M.W. 2), it is clear that the workman, Shri Anant Kumar Yadav, was appointed by the FCI as A.G. III in sports quota after giving the relaxation of normal recruitment rules of employment with a view to take outstanding sports persons to create the image of the FCI in national level. From the statement of claim and para 3 of the affidavit of the workman, it is clear that the workman was appointed in the sports quota.

8. Shri P. K. Vasudeva (M.W. 1) has clearly stated that as per terms of appointment the workman was on probation for one year and he was liable to be discharged from service during the period of pro-

bation without assigning any reason. From the order sheet dated 2-4-92, it is clear that the workman has declined to cross-examine the witness, P. K. Vasudeva (M.W.1). However, the statement of P.K. Vasudeva is further corroborated by the statement of N. S. Murty (M.W.2) and the letter relating to the appointment of the workman, marked Ex. M.W.4 and M.W. 6. The workman has also admitted in his cross-examination that at the time of the termination of his service he was on probation. The general terms in respect of probation for directly recruited employees is laid down in Regulation 15 of the Food Corporation of India (Staff) Regulation 1971. From the perusal of Regulation 15, it is clear that the period of probation was one year and the service of such an employee during the period of probation was liable to be terminated without assigning any reason. Consequently, from the evidence of the management and the workman and from the Regulation 15 of the FCI (Staff) Regulation, 1971, it is clear that the workman who was appointed on sports quota was on probation for a period of one year.

9. P. K. Vasudeva has stated that in the Annual Inter-Zone Athletic Meet of the FCI held at New Delhi on 17th and 18th February 1986 the performance of the workman was very poor and unsatisfactory and the workman stood fifth in Javelin Throw with a distance of 38.60 Mtrs. as against the distance of 61.10 Mtrs. of the first place winner. The workman has refused to cross-examine P. K. Vasudeva. There is nothing in the statement of P. K. Vasudeva to doubt his statement that the performance of the workman in the Annual Inter-Zone Athletic Meet was very poor and unsatisfactory. N. S. Murty (M.W.2) has also stated that the performance of the workman in the said Athletic Meet was poor and unsatisfactory. Ex. M1 is the letter of the Member Secretary (SPB) of the FCI, New Delhi, dated 13-5-88, in which it is observed that the performance of Anant Kumar Yadav was below standard and no suitable would be served by allowing him to continue in the service of the FCI. Workman has not led any evidence to show that the opinions of the management regarding his poor performance was unjust and improper or it was due to some ulterior motive. Consequently, the management has succeeded in proving that the performance of the workman in the Annual Inter-Zone Athletic Meet was poor and unsatisfactory.

10. It is held in case of Ramendra Banerji Vs. Union of India (AIR 1963 SC 1552) and P.L. Dingra Vs. Union of India (AIR 1958 SC 36 at p. 42) that the appointment on probation is on trial for the ultimate confirmation and the employer has a right to terminate the service of the probationer if he is found unsuitable for the post. Management has sufficient evidence to prove the unsuitability for the continuance of the workman as A.G. III in sports quota. The termination of the workman is without stigma and as such the termination without domestic enquiry was in accordance with the terms of contract and Regulation 15 of the FCI (Staff) Regulation, 1971. The termination of the workman is not covered by the definition of retrenchment under Sec. 2(cc) (bb) of the I.D. Act.

11. Consequently, it is held that the action of the management is terminating services of Sri Anant Kumar Yadav, A.G. III (General) w.e.f. 26-10-1988 is justified. Workman is not entitled for any relief. Parties to bear their own costs.

ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली, 25 सितम्बर, 1995

का. अ. 2780.—औद्योगिक विवाद जवियन, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं इसी एन के प्रबंधन के संबन्धित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद के केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के संघर्ष को प्रकाशित करती है जो केन्द्रीय सरकार को 21/9/95 को प्राप्त हुआ था।

[सं. एन.—22012/2/92-आई आर (सी-II)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 25th September, 1995

S.O. 2780.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of S. E. C. Ltd., and their workmen, which was received by the Central Government on the 21-9-95.

[No. L-22012/2/92-IR(C-II)]

RAJA LAL, Desk Officer

#### ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (MP).

CASE REF. NO. CGIT/LC(R)(95)/1992  
BETWEEN

Shri B. P. Baren S/o Sri Balluram Baren, represented through the Secretary, National Colliery Workers Federation, Quarter no. B/148, Gevra Project colony, Post Gevra Project, District Bilaspur (MP)-495 452.

AND

The Dy. General Manager, S. E. C. L. Gevra project, Post Gevra Project, District Bilaspur (MP)-495 452.

PRESIDED IN By Shri Arvind Kumar Awasthy.

APPEARANCES :

For Workman : None.

For Management : Shri R. Mukhyopadhyaya.

INDUSTRY : Coal Mines.

DISTRICT : Bilaspur (MP).

## AWARD

Dated : September 8, 1995

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-22012/2/92-IR(C-II) dated 21-5-92, for adjudication of the following industrial dispute :—

## SCHEDULE

"Whether the management of Gevra Project of S. E. C. Ltd., Bilaspur is justified in not promoting Shri B. P. Baren S/o Sri Balluram Baren to the Grade of Shovel Operator Special Grade w. e. f. June, 1986? If not, to what relief the workman concerned is entitled to?"

2. Reference was received on 1-6-1992 and the statement of claim was not filed by either party in spite of repeated notices. However, on 23-8-95 representative of the union and the management prayed to close the case as the workman has expired. Consequently, the proceedings are hereby dropped on account of the death of the workman. Reference is answered accordingly.

ARVIND KUMAR AWASTHY, Presiding Officer.

नई दिल्ली, 26 सितम्बर, 1995

का. आ. 2781.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आर्डनेंस फैक्ट्री, खमारिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-9-95 को प्राप्त हुआ था।

[संख्या एल—14012/22/89—डी-2 (बी)]

के. वी. वी. उन्नी, डेस्क अधिकारी

New Delhi, the 26th September, 1995

S.O. 2781.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Ordnance Factory Khamaria, Jabalpur and their workmen, which was received by the Central Government on 21-9-1995.

[No. L-14012/22/89-D-2(B)]

K. V. B. UNNY, Desk Officer

## ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT,  
JABALPUR (MP)

Case Ref. CGIT/LC(R) (69)/1990

BETWEEN

Shri Phool Singh, House No. 833, Howbagh  
Behind Seth Nathumal, Gorakhpur, Jabalpur (MP).

AND

The General Manager, Ordnance Factory,  
Khamaria, Jabalpur (MP).

PRESIDED IN :

By Shri Arvind Kumar Awasthy.

APPEARANCES :

For Workman : Shri R. K. Gupta, Advocate.

For Management : Shri B Da'Silva, Advocate.

INDUSTRY : Ordnance Factory DISTRICT : Jabalpur (MP).

## AWARD

Dated : September 8, 1995

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-14012/22/89-D-2(B) dated 21-2-1990, for adjudication of the following industrial dispute :—

## SCHEDULE

"क्या आर्डनेंस फैक्ट्री, खमारिया, जबलपुर (म.प्र.) के प्रबंधकों द्वारा श्री फूल सिंह, एक्स श्रमिक की सेवाएं दिनांक 2-6-89 से समाप्त किए जाने की कार्यवाही न्यायोचित है। यदि नहीं तो संबंधित कर्मकार किस अनुतोष का हकदार है?"

2. Admitted facts of the case are that the workman, Shri Phool Singh, was working in the Ordnance Factory, Jabalpur and the charge-sheet was issued to him on the allegation of theft of property of the factory; that the charges found proved and the workman was dismissed vide impugned order dated 2-6-1988.

3. Case of the workman is that the proper opportunity to the workman to defend his case was not given by the Enquiry Officer; that the finding of the Enquiry Officer is perverse and the punishment is harsh and excessive.

4. Case of the management is that the charge-sheet was issued against the workman, Shri Phool Singh, for committing theft on 13-12-1986; that on 13-12-1986 workman, Shri Phool Singh, when came out from Gate No. 1 at 12.55 p.m. along with his cycle then his bag was searched and it was found that 10 numbers of Fuze 117 body stamping were concealed in the cycle basket; that the workman fully participate in the enquiry and the punishment of dismissal was given to the workman on the basis of the finding against the workman.

5. Following are the issues framed in the case :

#### ISSUES

1. Whether the domestic/departmental enquiry is proper and legal ?
2. Whether the punishment awarded is proper and legal ?
3. Whether the management is entitled to lead evidence before this Tribunal ?
4. Whether the termination/action taken against the workman is justified on the facts of the case.
5. Relief and costs ?

6. Issue No. 1 & 3.—It was held vide order dated 14-7-1995 that the domestic enquiry was proper and legal and issue No. 1 & 3 were answered in favour of the management.

6. Issue No. 1 & 3.—It was held vide order dated against the workman recorded during the domestic enquiry to prove that he was caught red handed while committing theft of 10 Nos. of Fuze 117 body stamping. A search was conducted in presence of Shri C. I. Dhar, Shri K. D. Pilla, Shri L. K. Singh and Shri Sukh Singh and Shri L. K. Singh (M.W. 1), Shri Kishan Sing (M.W. 2) and Shri K. D. Pillai (M.W. 3) who were on security at the relevant time and they have clearly stated that on 13-12-1986 at 12.55 P.M. they were on duty at Gate No. 1 of the Ordnance Factory and the workman, Phool Singh, was stopped on the basis of suspicion and during the search 10 numbers of Fuze 117 body stamping of the Factory were recovered from his possession. Charges against the workman are fully proved and the finding of the Enquiry Officer and the Disciplinary Authority on the alleged misconduct of the theft of government property are confirmed. Issue No. 4 is answered in favour of the management.

8. Issue No. 2.—Looking to the gross-misconduct the workman was rightly dismissed from the service: Issue No. 2 is answered in favour of the management.

9. Issued No. 5.—Reference is answered in favour of the management. Workman is not entitled for any relief. Parties to bear their own costs.

ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली, 26 सितम्बर, 1995

का. आ. 2782.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में केन्द्रीय सरकार केन्द्रीय भण्डारण निगम के प्रबंधन के संवद्ध नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 20/9/95 को प्राप्त हुआ था ।

[संख्या एन-42012/14/94-आई आर (विविध)]

बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 26th September, 1995

S.O. 2782.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, New Delhi, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Warehousing Corporation and their workmen, which was received by the Central Government on the 20-9-95.

[No. L-42012/14/94-IR(Misc.)]

B. M. DAVID, Desk Officer

#### ANNEXURE

BEFORE SHRI GANPATI SHARMA : PRESID-  
ING OFFICER : CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL : NEW DELHI

I.D. No. 58/95

In the matter of dispute between :

Shri R. N. Kaushik through  
Shri Abdul Aziz, Vice President  
CWC Employees Union Lucknow  
Unit-Central Warehouse,  
Janta Road,  
Saharanpur—247001.

Versus

The Personnel Manager,  
Central Warehousing Corporation,  
Warehousing Bhawan,  
4-1, Siri Institutional Area,  
Hauz Khas, New Delhi-110016.

#### APPEARANCES :

Shri Rajaishwar P. Goyle for the workman.

Shri J. P. Yadav for the Management.

#### AWARD

The Central Government in the Ministry of Labour vide its Order No. L-42012/14/94-I.R. (Vividh) dated 28-4-95/2.5 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management of Central Warehousing Corporation, New Delhi, in not considering Shri R. N. Kaushik for his promotion to the post of Superintendent retrospectively w.e.f. 2-7-1987 when juniors to him have been promoted, is legal and justified. If not, to what relief the workman is entitled."

2. Shri R. P. Goyle appeared on behalf of the workman on 6-6-95 on 27-7-95 and 11-9-95 but the statement of claim was not filed by the representative nor the workman himself appeared since there is no statement of claim. There exist no dispute for determination by this court. No dispute award is given in this case leaving the parties to bear their own costs.

GANPATI SHARMA, Presiding Officer.



नई दिल्ली, 26 सितम्बर, 1995

## ANNEXURE

का. आ. 2783.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार व्हीकल फैक्ट्री जबलपुर के प्रबंधन के संबंध निर्याजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के गचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 21-9-95 को प्राप्त हुआ था।

[संख्या एल-14012/19/87-डी-2(पी)]

के. वी. बी. उन्नी, डेस्क अधिकारी

New Delhi, the 26th September, 1995

S.O. 2783.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Vehicle Factory Jabalpur their workmen, which was received by the Central Government on 21-9-95.

[No. 14012/19/87-D-2(P)]

K. V. B. UNNY, Desk Officer.

## ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (MP).

CASE REF. NO. CGIT/LC(R)(98)/1988  
BETWEEN

Shri Daya Shankar Mishra C/o Shri B.Da'Silva,  
Advocate, 18 South Civil Lines, Jabalpur  
(MP).

## AND

The General Manager, Vehicle Factory, Jabalpur (MP).

PRESIDED IN : By Shri Arvind Kumar Awasthy.

## APPEARANCES :

For Workman : Shri R. C. Srivastava, Advocate.

For Management : Shri H. P. Garg.

INDUSTRY : Vehicle Factory. Distt. : Jabalpur (MP).

## AWARD

Dated : September 7, 1995

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-14012/19/87-D-2(P) Dated 4-9-1988, for adjudication of the following industrial dispute :—

## SCHEDULE

“क्या व्हीकल फैक्ट्री, जबलपुर के प्रबंधन की अपने दिनांक 8-2-85 के पत्र द्वारा श्री दया शंकर मिश्रा की सेवाएँ समाप्त करने की कार्यवाही वैध तथा न्यायोचित है। यदि नहीं तो संबंधित कर्मकार किस अनुतोष का हकदार है ?”

2415 GI/95--9.

2. Admitted facts of the case are that workman, Shri Daya Shankar Mishra, was working as a Tool Shetter 'B' in the Vehicle Factory, Jabalpur and he was served with a charge-sheet on 23-4-82 on the allegation that he was caught red handed while committing theft of two nos. of Front Drive Gears in the Tiffin Career; that Shri V. Rajaraman was appointed as the Enquiry Officer and the Enquiry Officer found the charges levelled against the workman proved and he was dismissed from the service with effect from 8-2-1985.

3. The case of the workman is that false allegations were levelled against him and the reasonable opportunity during the domestic enquiry to defend the case was not accorded to the workman; that the finding of the Enquiry Officer was perverse. The workman has prayed for reinstatement with full back wages.

4. The case of the management is that on 17-3-1982 during lunch recess workman, Daya Shankar Mishra, and one Prakash Kumar were caught near the Tower no. 12 while they were committing theft of two nos. of Gears hidden inside their Tiffin Career; that the security persons of the factory caught the workman red handed and the workmen were placed under suspension; that the charge-sheet for attempted theft of Government property was issued against the workman and during the enquiry the workman took the assistance of defence counsel and cross-examined the witness, that the Disciplinary Authority imposed the penalty of dismissal from service on Daya Shankar Misra and the order was affirmed in appeal. Management has alleged that the Vehicle Factory is excluded from the purview of the definition of industry.

5. Following are the issues framed in the case.

## ISSUES

1. Whether the enquiry is just, proper and legal ?
2. Whether the management is entitled to lead evidence before this Tribunal ?
3. Whether the charges of misconduct are proved on the facts of the case ?
4. Whether the punishment awarded is proper and legal ?
5. Relief and costs ?

Issues No. 1 & 2 : From the perusal of the charge-sheet, it is clear that the facts constituting the charges were given in detail and the charges were specific. The workman availed the opportunity of defending his case through the counsel. Management witnesses were fully cross-examined by the workman and availed the opportunity to lead the evidence in defence.

The only objection of the workman regarding the fairness of the domestic enquiry is that the copy of enquiry report was not supplied to him during the enquiry. The management has specifically denied in the rejoinder that the preliminary enquiry was held against the workman. Consequently, it is clear that

the domestic enquiry held against the workmen was just, proper and legal. Issues No. 1 & 2 are answered in favour of the management.

Issue No. 3 : P. L. Gond, Security Assistant (M. W. 3) has stated that on 17-3-82 the workman Shri Mishra was caught by the Security Durban while carrying two nos. of Gears in his Tiffin. Sukhchain (W.W. 1) in reply to questions No. 13 to 18 and Rameshwar Durban (M.W. 2) in reply to his questions No. 16 & 17, have clearly stated that the workman, Shri Mishra, was caught while carrying the property of the factory in his Tiffin. Management has also examined K. M. Pillai, Chief Security Officer, and other witnesses and they have corroborated the statements of M.W. 1 to M.W. 2. Consequently, it is clear that there is overwhelming evidence against Shri Mishra that he was involved in the commission of the theft of the two numbers of Front Driver Gears of the Vehicle Factory, Jabalpur. Learned Enquiry Officer and the Disciplinary Authority has discussed the evidence of the management and the defence against the delinquent and in their elaborate order they have rightly concluded that the workman was guilty of gross misconduct of commission of theft of the valuable property of the Vehicle Factory, Jabalpur. Consequently, Issue No. 3 is answered in favour of the management.

Issue No. 4 : Commission of theft by the employee of the defence establishment like the Vehicle Factory is a grave misconduct and calls for exemplary and deterrent punishment. The punishment by the management of the dismissal from the service of the workman is well merited and is proportionate to the proved misconduct. Issue No. 4 is answered in favour of the management.

Issue No. 5 : Consequently, the action of the management in dismissing the workman with effect from 8-2-1985 is held just and proper. Reference is answered in favour of the management. Parties to bear their own costs.

ARVIND KUMAR AWASTHY, Presiding Officer.

नई दिल्ली, 26 सितम्बर, 1995

का. आ. 2784.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार स्टीकल फैक्टरी, जबलपुर के प्रबन्धन के संबंध में निम्नलिखित श्रमिकों और उनके कर्मचारियों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-9-95 को प्राप्त हुआ था।

[संख्या एन 14012/5/88-डी-2 (वी)]  
के. वि. वी. उन्नी, डेप्टी अधिकारी

New Delhi, the 26th September, 1995

S.O. 2784.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal,

Jabalpur as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Vehicle Factory, Jabalpur and their workmen, which was received by the Central Government on 26-9-1995.

[No. L-14012/5/88-D-II(B)]

K. V. B. UNNAY Desk Officer

## ANNEXURE

### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

Case Ref. No. CGIT/LC(R) (33)/1991

## BETWEEN

Shri Ramesh Chander, Ex-Fitter, B. Grade,  
Devkubai Ka Makan, Tanki Road, Fottatal,  
Badai Mohalla, Jabalpur (MP)-482001.

## AND

The General Manager, Vehicle Factory, Jabalpur  
(MP)-482001.

## PRESIDED IN :

By Shri Arvind Kumar Awasthy.

## APPEARANCES :

For Workman—Shri A. S. Gaharwar,  
Advocate.

For Management—Shri M. P. Garg.

## INDUSTRY : Vehicle Factory

DISTRICT : Jabalpur (M.P.)  
AWARD

Dated : September 17, 1995

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-14012/5/88-D. II(B) dated 28-2-1991, for adjudication of the following industrial dispute :—

## THE SCHEDULE

“Whether the action of the management of Vehicle Factory, Jabalpur (M.P.) in terminating the services of Shri Ramesh Chander, Ex-Fitter, B. Gr. vide their order dated 15-4-83 is justified? If not, what relief he is entitled to?”

2. Admitted facts of the case are that the workman, Ramesh Chander, was employed since 11-11-1962 as Auto electrician Gr. ‘C’ and he was promoted in the Grade A with effect from 6-2-1982.

3. Case of the management is that the workman was absent from duty with effect from 20-1-1982 for more than one year; that the workman was a habitual absentee and prior to the imposition of penalty he remained absent in the year 1979 for 231 days, in the year 1980 for 334 days and in the year 1981 for 176 days; that the management

has alleged that the departmental enquiry was held against the workman and the charges were proved in the enquiry; the penalty of removal from service with effect from 15-4-1983 was imposed on the workman. It is further alleged by the management that the workman has raised the industrial dispute after inordinate delay of seven years; the management has prayed that the quantum of punishment was proportionate to the nature of charges and as such reference be answered in favour of the management.

4. Case of the workman is that on 20-1-1982 he was suffered from Maniac Depression and he could not attend the duty on account of the mental illness; that the workman remained under the medical treatment of Dr. Vishambhar Dayal with effect from 7-8-82 to 3-9-1983; that the management has conducted the ex parte enquiry and the notices were not sent to the workman. Workman has prayed that the enquiry was in violation of the principles of natural justice and punishment is disproportionately high. The workman has prayed for reinstatement with full back wages.

5. Following are the issues framed in the case.

#### ISSUES

1. Whether the enquiry is just, proper and legal?
2. Whether the management is entitled to lead evidence before this Tribunal?
3. Whether the charges of misconduct are proved on the facts of the case?
4. Whether the punishment awarded is proper and legal?
5. Relief and costs?

6. Charge-sheet was sent to the workman through the registered post and management explored all the possible opportunities to secure the presence of the workman during the enquiry by sending the registered notice on more than four occasions, but the workman remained absent and he was neither filed an application for leave nor change of address recorded in his services book was informed by him to the management.

7. Workman remained absent for more than one and a half year without the prior permission or intimation to the management. In the year 1979, 1980 & 1981 the workman was absent from the duty for more than 200 days. From annexure R1, it is clear that before imposing the penalty of removal from service the workman was penalised on 13 times for his unauthorised absence.

8. Workman has admitted his absence for about 18 months with effect from 7-3-83 to 3-9-83. The workman has not given any reason for not making application for leave. The workman has also not filed the medical certificate of his treatment by the

alleged Dr. Vishambhar Dayal. The nature of the mental illness is also not clear from the statement of claim. The workman has not given the details of his illness to the appellate authority to justify his absence without application or permission. The medical certificate was also not filed before the appellate authority to substantiate the defence of the workman. Consequently, the management was fully justified in dismissing the workman from the service on account of his unauthorised long absence and incorrigible habitual absenteeism. In this connection, it is also worth observing that the workman has challenged his dismissal and raised industrial dispute after inordinate delay of six years and no explanation, whatsoever, of such inordinate delay is given by the workman.

9. Consequently, it is held that the domestic enquiry conducted against the workman was just, proper and legal and the finding of the gross-misconduct of long and habitual absenteeism is in accordance with the evidence on record and the punishment is proportionate to the proved misconduct.

10. Reference is answered in favour of the management and it is held that the action of the management was justified in terminating the services of the workman with effect from 15-4-1983. Parties to bear their own costs.

ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली, 26 सितम्बर, 1995

का. आ. 2785.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूरदर्शन केन्द्र लखनऊ के प्रबन्धन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुसूच्य में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 26 सितम्बर, 1995 को प्राप्त हुआ था।

[संख्या एल-42012/53/88-डी II(बी)]

के. वि. बी. उन्नी, डेस्क अधिकारी

K. V. B. UNNY, Desk Officer

S.O. 2785.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Kanpur as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Doordarshan Kendra, Lucknow and their workmen, which was received by the Central Government on 26-9-95.

[No. L-42012/53/88-D.II(B)]

K. V. B. UNNY, Desk Officer.

## ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING  
OFFICER, CENTRAL GOVERNMENT INDUS-  
TRIAL-CUM-LABOUR COURT, PANDU  
NAGAR, DEOKI PALACE ROAD, KANPUR

INDUSTRIAL DISPUTE NO. 87 OF 1990

In the matter of dispute between:  
President,  
Doordarshan Karamchari Congress,  
1, Abdul Aziz Lane,  
Lucknow.

AND

The Director,  
Doordarshan Kendra,  
5, Meera Bai Marg,  
Lucknow.

## AWARD

1. Central Government, Ministry of Labour,  
vide its notification no. L-42012/53.88-D.II(B)  
dated nil has referred the following dispute for  
adjudication to this Tribunal---

Whether the Director, Doordarshan Kendra,  
Lucknow was justified in terminating  
the services of Sri Godhan from 1983?  
If not, what relief the workman was  
entitled to?

2. This industrial dispute was earlier decided  
in favour of the concerned workman by award  
dated 31-5-93 which was published on 14-8-93.  
Later on at the behest of Doordarshan opposite  
party this exparte award was set aside by the  
vide order dated 17-4-95.

3. The case of the concerned workman is that  
he was appointed as unskilled labour on 1-4-80  
to perform the duties of peon, farrash, messenger,  
chowkidar etc. at Doordarshan, Lucknow. This  
work was of permanent nature. Thus instead of  
giving him permanent appointment the opposite  
party Doordarshan has paid him wages daily and  
that too not as regular staff. When he made a  
request for regularisation his services were termi-  
nated w.e.f. 30-9-83. During this period he had  
worked continuously. This he had completed more  
than 240 days yet no retrenchment com-  
pensation or notice pay was paid to him,  
hence termination order is bad because of viola-  
tion of section 25F of Industrial Disputes Act,  
1947. Further Vijay Dayal, Prem Narain, Umesh  
Kumar and Bachhan were retained in services who  
were junior to this workman. Hence from this  
point of view too his termination is bad in law.

4. The opposite party Doordarshan has filed a  
very perfunctory written statement in which all  
the allegations have been simply denied. It has  
not been specifically alleged as to whether con-  
cerned workman had actually worked or not. It

has simply been alleged that he had not completed  
240 days and further no junior persons were re-  
tained in service. It has also been alleged that he  
was engaged for specific period and for specific  
work.

5. The concerned workman filed reply in which  
nothing new has been said.

6. In the first place it will be seen if the con-  
cerned workman had worked from 1-4-80 to  
30-9-83. In this regard there is affidavit of Godhan  
in which he had sworn this fact. In his cross ex-  
amination he has stated that he was given appoint-  
ment letter but the same was taken back by the  
employer when his services were dispensed with.  
In rebuttal there is evidence of Hindi Officer  
Siddhath Gupta who had stated that the concerned  
workman had not worked on regular basis.  
In fact he was not in service of Doordarshan at all.  
In his cross examination he has stated that the  
concerned workman was not appointed but he was  
engaged. He has no personal knowledge about his  
case as he has neither seen the attendance regis-  
ter nor payment vouchers during which payments  
were made to the concerned workman. None of  
the parties have filed any documents.

7. In my opinion, the evidence of Siddhath  
Gupta is not based on his personal knowledge about  
the facts of the case. Rather he has given state-  
ment contrary to the allegations of the written  
statement. In the written statement it has been  
specifically admitted that the concerned workman  
was engaged for specific period and for specific  
work. No document has been filed to prove this  
fact. Further details have not been given about the  
nature of work and the period of work for which  
he was appointed. This sort of pleading and evi-  
dence, in my opinion, does not properly rebut the  
case and evidence of the concerned workman who  
has specifically stated that he had worked conti-  
nuously from 1-4-80 to 30-9-83. The proper course  
for the management to rebut this evidence was to  
have filed payment vouchers and also the appoint-  
ment letter by which the appointment of the con-  
cerned workman was made for definite period. In  
the absence of filing of these papers adverse in-  
ference has to be taken against the management.  
In this case, in my opinion, the case of the con-  
cerned workman has been fully proved and accord-  
ingly it is held that the concerned workman had  
continuously worked from 1-4-80 to 30-9-83.  
Even if he was a daily rated workman, the provi-  
sions of section 25F would apply in his case be-  
cause admittedly no notice or retrenchment com-  
pensation was paid to him at the time of his termi-  
nation. As such as it is bad in law because of breach  
of section 25F of the Act.

8. The learned advocate of the management had  
made a request for stay of proceedings as matter  
is pending before Hon'ble Supreme Court for de-  
termining as to whether Doordarshan falls within

the category of Industry or not. I do not deem it necessary to stay the proceedings of this case on this score because in writ petition no. 7390 of 87 the Hon'ble High Court vide judgment dated 14-8-1988 had decided matter against the Doordarshan.

9. In the end my award is that the action of the management in terminating the services of Sri Godhan w.e.f. 1983 is not justified accordingly he is entitled to be reinstated in service with back wages. Management is also directed to pay Rs. 200 as costs of the case.

10. Reference is answered accordingly.

Dt : 15-9-1995.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 27 सितम्बर, 1995

का. मा. 2786.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार टेलीकोम डिपार्टमेंट के प्रबन्धन के संबंध में नियंत्रकों और उनके कर्मचारियों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, आंध्र प्रदेश के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-9-95 का प्राप्त हुआ था।

[संख्या एल-40012/47/91-आई आर (डी यू)]  
बी. एम डेविड, डेस्क अधिकारी

New Delhi, the 27th September, 1995

S.O. 2786.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Andhra Pradesh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Telecom Department and their workmen, which was received by the Central Government on 27-9-1995.

[No. L-40012/47/91-IR(DU)]  
B. M. DAVID, Desk Officer

#### ANNEXURE

#### BEFORE THE INDUSTRIAL TRIBUNAL AT HYDERABAD.

#### PRESENT :

Sri A. Hanumanthu, M.A., LL.B.,  
Industrial Tribunal-I.

Dated : 19th day of June, 1995.

INDUSTRIAL DISPUTE NO. 50 OF 1994.

#### BETWEEN :

Sri P. Anjaneyulu C/o Sri Suryanarayana,  
President, AITEU Ls. & Gr. 'D' A.P. Tele-

com Circle 1-2-593/50 Srinilayam,  
Sir Sri Marg, Gaganmahal, Hyderabad-20.  
... Petitioner.

#### AND

1. The Asstt. Engineer, MW Mtce.,  
Raichur-584-101, Karnataka State.
2. The Asstt. Engineer, MW Project,  
Saifabad, Hyderabad-500 004.  
... Respondents.

#### APPEARANCES :

Sri C. Guryanaryana, and Sri R. Yogender  
Singh, Advocates for the Petitioner.

Sri P. Damodar Reddy, Govt. Pleader & Ad-  
vocate for Respondents 1 and 2.

#### AWARD

This is a reference made under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 (hereinafter called the Act) by the Government of India, Ministry of Labour, by its Order No. L-40012/47/91-IR(DU), dated 25-8-1994 for adjudication of the industrial dispute mentioned in the schedule which reads as follows :—

“Whether the action of the management of Telecom Department, Microwave Maintenance, Raichur in terminating the services of Sri P. Anjaneyulu is justified? If not, what relief he is entitled to?”

This reference has been registered as Industrial Dispute No. 50 of 1994 on the file of this Tribunal.

2. On behalf of the Petitioner a claim statement has been filed to the following effects. The Petitioner-workman is hardly literate. He studied upto Fourth Class and his date of birth is 3-7-1964. The Petitioner was recruited by the Assistant Engineer, Micro Wave Project, Hyderabad i.e. the Second Respondent herein and employed as Watchman w.e.f. 1-5-1984 at Micro Wave Station, Mahboobnagar. He continued in that capacity till 16-9-1984. During that period the petitioner was engaged in Civil Works, equipment installation, Telecom Antenna Wave guide equipment besides Watchman duty. He was employed at Manyamkonda Microw Wave Station which is 18 kilometers away from Mahboobnagar. After the completion of the installation of Microw Wave Station at Mahboobnagar, it was handed over by the Project authorities to Maintenance authorities. Both the authorities belong to the same department under the same administration at the apex level. Therefore the workman continued in the employment at Manyamkonda Station under the jurisdiction of the Junior Engineer, Micro Wave Maintenance at Raichur. The said Junior Engineer was under the control and jurisdiction of the Assistant Engineer, Micro Wave Maintenance, Raichur i.e. the first

Respondent herein. The petitioner-workman continued in the said capacity from 17-9-1984 to 31-3-1985. Thus the workman was employed for a total period of 335 days from 1-5-1984 to 31-3-1985. The Junior Engineer and Assistant Engineer of the first Respondent transferred the workman-petitioner without paying him any T.A. to go to Raichur though the petitioner was not transferable as he was a casual mazdoor. The petitioner carried out the order and joined at Raichur. He worked there for some time and thereafter he fell sick due to change in water and atmospheric conditions. Therefore, he requested the said officers to send him back to Manyamkonda Microw Wave Station but they did not agree. The Petitioner requested for 15 days leave of absence and went back to his village Lakshmipalle near Manyamkonda. Later on he went back and reported for duty. But the first Respondent informed the petitioner that his name has been removed from the rolls and he was terminated from service. The petitioner-workman was not given any notice of removal of his name from the rolls or termination of his services. He was also not given any terminal benefits as per the mandatory provisions of Chapter V-A of I.D. Act. Thus the workman was retrenched from service illegally. The petitioner made a complaint on 10-9-1990 to the Regional Labour Commissioner (Central) Hyderabad and raised an industrial dispute against his illegal retrenchment. In the parawise remarks filed by the first Respondent before the Conciliation Officer, the allegations made by the workman were admitted. Infact the first Respondent went a step further and stated that the workman worked for 461 days from 17-9-1984 to 2-1-1986. The first Respondent also alleged that the workman worked at Raichur only on 1st and 2nd January 1986 and thereafter left his employment without intimation. The Conciliation Officer submitted his failure report to the Central Government and the Central Government refused to make a reference of the dispute for adjudication on the ground that the dispute was raised belatedly i.e. after lapse of five years. Consequently, the workman filed O.A. No. 915/94 before the Central Administrative Tribunal, Hyderabad Bench which directed the Central Government to refer the matter for adjudication by the Hon'ble Tribunal. Hence this reference to this Tribunal. The workman was in employment for more than 240 days in a year as on the date of his retrenchment and his retrenchment is illegal, null and void for noncompliance of the mandatory provisions of Chapter V-A of the I.D. Act. Hence the petitioner is entitled for reinstatement with continuity of service for a period of his unemployment from 3-1-1986 to 10-9-1990 as well as from 11-9-1990 onwards till the date of his reinstatement besides back wages from 10-9-1990. The workman also submits that he submitted before the Hyderabad Bench of Central Administrative Tribunal that he would not claim backwages for

the period of his unemployment from 3-1-1986 to 10-9-1990 the date on which he raised the industrial dispute before the Regional Labour Commissioner (Central), Hyderabad. The Petitioner is also entitled to all other benefits which are consequential and incidental to such reinstatement. The workmen therefore prays that an Award may be passed declaring that the Petitioner was illegally retrenched from service and that he is entitled for reinstatement with continuity of service and backwages except for the period from 3-1-1976 to 10-9-1990 and he is also entitled for all the consequential benefits incidental to his reinstatement.

3. On behalf of the Respondent Management, a counter has been filed to the following effect. The services of the workman at no time were terminated by the Respondent and as such the present industrial dispute is not maintainable under the provisions of the Industrial Disputes Act, 1947. The works relating to Microw Wave Project and its Maintenance cannot be termed as industry. The Sovereign functions of the Government cannot be treated as Industrial establishments. Thus the provisions of the I.D. Act are not applicable to the Respondents and on this ground alone the claim of the Petitioner is liable to be rejected. A new post of Assistant Engineer, Microw Wave Maintenance is created at Mahaboobnagar and Microw Wave Station, Manyamkonda falls under the jurisdiction of the said Assistant Engineer, Microw Wave Maintenance, Mahboobnagar and he is authorised to represent the Telecom Department in place of the first Respondent Assistant Engineer, Microw Wave Station, Raichur. Recently the designation of Assistant Engineer is changed as Sub-Divisional Engineer. The Petitioner-workman Anjaneyulu was originally recruited as casual mazdoor i.e. daily rated mazdoor by the Assistant Engineer, Microw Wave Project, Hyderabad wing and he worked from 1-5-1984 to 16-9-1984, under Microw Wave Project at Mahboobnagar and Manyamkonda. After completion of the installation of the Microw Wave Station at Manyamkonda, the Petitioner was made over to Assistant Engineer Microw Wave, Raichur that is the first Respondent herein along with the Microw Wave Station, Manyamkonda. The Microw Wave Station, Manyamkonda came under the jurisdiction of the first Respondent w.e.f. 16-9-1984. As per the office records the Petitioner worked as Casual Mazdoor at Manyamkonda from 17-9-1984 to 31-12-1985. The Petitioner was asked orally to work for few days at Raichur on some urgent work and therefore the Petitioner worked for few days only i.e. from 1-1-1986 and 2-1-1986 at Raichur and thereafter the Petitioner left the job without giving any intimation and he has not applied for leave or absence. The Assistant Engineer, Microw Wave Raichur waited for some time for the mazdoor to turn up for duty. The workman did not report for duty either at Raichur or at Manyamkonda. As the

petitioner was a casual labour, the first Respondent did not issue termination notice to him. Hence the question of retrenchment from service does not arise in this case as he petitioner who is casual mazdoor left the job without giving any intimation to the Incharge Junior Engineer or Assistant Engineer, Microw Wave, Raichur. The Petitioner did not again contact the office at all. The Petitioner submitted a complaint to the Regional Labour Commissioner, Hyderabad on 10-9-1990 after lapse of five years. The casual mazdoor who have put in service for more than 240 days in a year were given temporary status and pay almost equal to that of a regular Grade D w.e.f. 1-10-1989. Probably after knowing that had he continued, he also would have got all these benefits, so he raised the dispute on 10-9-1990 with the Labour Commissioner even though he did not approach the Department all along. It is reliably learnt that the Petitioner was gainfully employed and engaged in private avocation all these years. The petitioner had deserted the employment in the Telecom Department as he was earning more amount during all these years. In order to over come the media of employment exchange, reservation norms etc. the petitioner is now making attempt to procure Government job. The claim of the petitioner is neither bonafide or justified. There are no merits in this claim. Hence the petitioner is not entitled for any relief in this reference.

4. On behalf of the Petitioner-workman W.W1 in examined and Exs. W1 to W4 are marked. The Petitioner-workman P. Anjaneyulu got himself examined as W.W1 and he deposed to the averments in the claim statement. On behalf of the Respondent-Management, M.W.1 is examined and Ex. M1 is marked. P. Mathaiah working as Assistant Engineer in Telecom Department at Mahboobnagar is examined as M.W1 and he deposed to the averments in the counter. The details of the documents Exs. W1 to W4 and Ex. M1 are appended to this Award.

5. The points that arise for consideration are as follows:—

- (1) Whether the action of the Management of Telecom Department, Micro Wave Maintenance, in terminating the services of P. Anjaneyulu, the Petitioner-workman is justified?
- (2) To what relief the workman P. Anjaneyulu is entitled under this reference?

6. POINT 1.—Admittedly the Petitioner, P. Anjaneyulu was engaged as casual mazdoor by the second respondent herein to work under Microw Wave Project Mahboobnagar and Manyamkonda. He was engaged on 1-5-1984 during the installation work of Microw Wave Project at Manyamkonda. The installation of Microw Wave Project at Manyamkonda was completed by 16-9-1984

and it was handed over to the first Respondent for maintenance. The petitioner workman attended to the civil works, equipment installation, Tower erection, Antenna Wave Guide posting equipment testing besides watchmen duties. During the installation work of the Micro Wave Station at Manyamkonda he worked there continuously from 1-5-84 to 16-9-1984 as seen from Exs. W2 and W3. It is also admitted that he continued to work in Microw Wave Station at Manyamkonda after it was handed over for maintenance to the first Respondent from 17-9-1984 till 31-3-1985 as seen from Ex. W1. As averred in the counter filed on behalf of the first Respondent Management in paras 6 and 7 the petitioner continued to work as casual mazdoor at Manyamkonda from 17-9-1984 to 31-12-1985 and he was transferred orally to work at Raichur and the Petitioner worked for two days i.e. on 1-1-1986 and 2-1-1986 at Raichur in the office of the first Respondent. Thus even according to the Respondent-Management, the petitioner worked continuously from 1-5-1984 to 2-1-1986 in the Telecom Department. Thus the petitioner as casual mazdoor had put in service of more than 240 days in a year.

7. It is in the evidence of the petitioner as W.W1 that he fell sick while he was working at Raichur and therefore he left Raichur after informing the first Respondent about his sickness and he was absent for a period of 10 days and subsequently when he reported for duty he was not allowed to work. It is in the evidence of M.W1 that the petitioner after his transfer to Raichur worked for two days i.e. 1-1-1986 and 2-1-1986 and thereafter the petitioner left Raichur without any intimation that he did not report for duty subsequently and the Petitioner left the service voluntarily and that there was no termination of the service of the petitioner by the first Respondent-Management. Ex. M1 is the xerox copy of mustroll for the month of January 1986 maintained in the office of the Junior Engineer, Microw Wave Station, Raichur (R1). As seen from this document the petitioner herein is marked present for 1-9-1986 and 2-1-1986 and for the subsequent dates he was marked absent. It is also admitted that in 1990 the Petitioner approached the Regional Labour Commissioner (Central), Hyderabad for his reinstatement in service and raised an industrial dispute alleging that he was illegally retrenched. The Respondent-Management resisted the claim of the petitioner before the Regional Labour Commissioner and the Labour Commissioner submitted his failure report to the Government of India. It is alleged in para 6 of the claim statement that while the Government of India refused to make a reference of the dispute for adjudication to the Industrial Tribunal, the Petitioner filed O.A. No. 915191 before the Central Administrative Tribunal, Hyderabad, and it directed the Government of India to refer the matter for adjudication to the Industrial Tribunal and therefore the matter has



been referred to this Tribunal. This fact is not disputed by the Respondent-Management in its counter.

8. It is not disputed that the petitioner comes under the definition of 'workmen' as defined under Section 2(s) of the I.D. Act. It is contended on behalf of the Petitioner that the petitioner was retrenched in violation of the provisions of Section 25-F of the I.D. Act, and as such the retrenchment of the petitioner is null and void. Section 2(o) of the Act defines retrenchment as follows:—

"2(o) 'retrenchment' means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include :—

- (a) voluntary retirement of the workman, or
- (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or
- (bb) termination of the service of the workman as a result of the non-renewal of the contract of the employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or
- (c) termination of the service of a workman on the ground of continued ill-health."

Section 25F of the I.D. Act prescribes the conditions precedent to retrenchment of a workman and it reads as follows:—

"25-F No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until:—

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;
- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months and;

- (c) notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette".

9. It is contended on behalf of the Petitioner that the workman worked in the office of Micro Wave Station, Manyamkonda which was under the control of the Respondents 1 and 2, as casual mazdoor from 1-5-1984 to 31-12-1985 continuously and that he was transferred to Raichur and even according to the Management, the Petitioner worked at Raichur for two days i.e. 1-1-1986 and 2-1-1986 when his services were terminated and as the petitioner was in service for more than 240 days in a year, the petitioner is entitled for reinstatement and back wages and continuity of service. M.W1 also admits that the factum of engagement of the petitioner as casual mazdoor. But he claims that the petitioner left Raichur on 2-1-86 without intimation and he did not turn up for employment on 3-1-1986 and therefore there is voluntary abandonment of service by the petitioner. The learned counsel for the Respondent Management submits that as the petitioner voluntarily left the service of the first Respondent. He is not entitled for reinstatement into service. The learned counsel for the Respondent-Management further contends that there was no act on the part of the Management to put an end to the employment of the petitioner and as such there is no termination of the petitioner. Hence it has to be seen whether the termination of the Petitioner from service w.e.f. 3-1-1986 is due to an act on the part of the first Respondent as contended by the Petitioner or it is due to the voluntary abandonment of service by the petitioner himself.

10. The Petitioner examined as W.W1 deposed in his examination in chief thus : "I was initially engaged by the Respondent in Micro Wave Project, Mahboobnagar, I was engaged with effect from 1-5-1984 to 1-3-1985 for a period of 335 days. In this period I was engaged under the 2nd Respondent for a spell of 139 days in Mahboobnagar, for the remaining period I was engaged at Manyamkonda. After that I was transferred to Raichur, there I was engaged for two months but I am not having record for this period. At Raichur I fell sick, I left the employment at Raichur by informing the Respondent about my sickness. I was absent only for a period of 10 days. The Respondents are having my address. At the time of retrenchment they removed my name from the muster roll. They have not informed me though they are having my address. They have not paid my any retrenchment compensation, nor they have issued any notice of termination". In his cross examination W.W. 1 stated thus "It is not correct to suggest that I worked only for two days at Raichur and left the workspot without any intimation. I do not



have any acknowledgement to show that I have furnished my address to the Respondent. I am not having the transfer orders transferring me from Manyamkonda to Raichur. Witness adds I was orally directed to go to Raichur. It is true I have not filed any application to the Respondent in this regard from 1986 to 1990 as I am not aware. It is not correct to suggest that I am gainfully employed now. It is not correct to suggest that having secured employment on higher wages, I left the job at Raichur in January, 1986". M.W.1 admits in his evidence that the Petitioner worked at Manyamkonda and Mahboobnagar from 1-5-1984 to 31-1-1985 as casual mazdoor. With regard to the transfer of the Petitioner to Raichur, M.W.1 stated thus : "There was some urgent work at Raichur, since Raichur was the headquarters of the Sub-Division at that time Petitioner was called to Raichur. He worked there for 2 days i.e. 1-1-1986 and 2-1-1986. The Petitioner left Raichur without any intimation. He did not report for duty subsequently. The Petitioner was not terminated from service. In 1990, the Petitioner approached the Regional Labour Commissioner, Hyderabad. He has not approached the office to claim employment during the period from 1986 to 1990". In his cross examination, M.W.1 stated with regard to the transfer of the petitioner to Raichur thus "There are no powers vested in Asst. Engineer or a Divisional Engineer to transfer a casual mazdoor from one station to another station. No order was issued transferring the petitioner from Manyamkonda to Raichur. In spite of that he had gone and reported at Raichur. I have no idea whether any T.A. was paid to him. The records transferred to me from Raichur office do not show that any D.A. was paid to the petitioner when he was transferred from Manyamkonda to Raichur. There is record to show that Petitioner worked for two days in Raichur. I am filing the xerox copy of muster Roll No. 07008 for the month of January 1986 of Raichur Sub-Division. Ex. M1 is the said Muster Roll. The name of the petitioner, his father's name and his address were recorded in Ex. M1. There is nothing on record to show that the Petitioner has been recalled for work at Raichur or Manyamkonda. The distance between Manyamkonda and Raichur is 18 kilometers. The Petitioner was orally instructed to work at Raichur and casual mazdoor once engaged normally will not be sent home".

11. W.W.1 and M.W.1 has given conflicting versions. According to W.W.1 his services were terminated by the First Respondent. But according to M.W.1 the Petitioner himself left the services voluntarily on 3-1-1986 and he did not turn up for duty. Thus there is oath against oath. We have to look into the other circumstance of the case to come to a conclusion whether the version 2415 GI'95-10.

spoken to by the petitioner or the version spoken to by M.W.1 is true. Admittedly, the Petitioner is a resident of Laximpalli near Manyamkonda which is at a distance of 18 kilometers from Mahboobnagar which is a District Headquarters. The Petitioner was engaged as daily rated casual worker during the period of erection of Micro Wave Project at Manyamkonda. He worked there from 1-5-1984 till 16-9-1985 when the said installation work of Micro Wave Project was completed. Admittedly, till it was erected the Micro Wave Station, Manyamkonda was under the control of the second Respondent. After it was handed over to the first Respondent for maintenance the petitioner was allowed to continue to work as daily rated casual mazdoor in the Micro Wave Project at Manyamkonda from 17-9-1985 to 31-12-1985. Admittedly the Headquarters of the first Respondent is Raichur in Karnataka State and the distance between Raichur and Manyamkonda is 18 kilometers as deposed by M.W.1. Admittedly the petitioner was orally transferred to work in the office of the first Respondent at Raichur and he joined duty and worked there on 1-1-1986 and 2-1-1986. The Petitioner contends that as he became sick and left Raichur informing the 1st Respondent about his sickness and that he was absent only for a period of 10 days. The Petitioner as W.W.1 did not specifically say when he reported back for duty at Raichur and whether the first Respondent did not allow him to join for duty. The Petitioner also admits in his cross examination, as quoted above, that he did not put in an application to the first Respondent requesting him to permit him to join duty during the period from 1986 to 1990. Thus it is obvious that the petitioner did not approach the first Respondent to permit him to join for duty. Admittedly, the Petitioner was working at that time as a daily rated casual worker. The distance between his native village and the place of work at Raichur is about 18 kilometers. Even according to him, he had fallen sick at Raichur and due to sickness only he left for his native village and he did not approach the first Respondent permitting him to join for duty subsequently from 1986 to 1990. It is in the evidence of M.W.1 that after working for two days i.e. on 1-1-1986 and 2-1-1986 the petitioner left Raichur without any intimation and he did not turn up for duty from 3-1-1986 onwards. Considering the circumstances in this case, I feel that there is no reason for the first Respondent, who had transferred the petitioner from Manyamkonda to Raichur to work in that office, to terminate his service within two days after his joining the service. It is highly probable that the Petitioner himself left the service voluntarily as he became sick and as he was only daily rated casual worker. Hence I have no petitioner the conclude that there is voluntary abandonment of the services of the petitioner himself. There is

nothing on record to suggest that there is an act on the part of the first Respondent in putting an end to the service of the petitioner at Raichur w.e.f. 3-1-1986. If really the petitioner was affected by the termination of his services by the first Respondent he would not have kept quiet for five years without approaching the first Respondent. The learned counsel for the Respondent submits that the casual mazdoors who have put in service for more than 240 days in a year were given temporary status and paid almost equal to that of regular Grade 'D' w.e.f. 1-10-1989 and coming to know of passing of such orders, the petitioner has raised the dispute on 10-9-1990 before the Regional Labour Commissioner, even though he did not approach the first Respondent previously from 1986 to 1990, and as such it is only an after thought. There appears much force in this contention also as there is no explanation on the part of the petitioner for such abnormed delay in raising the dispute. It is well settled that the definition of 'retrenchment' under Section 2 (oo) of the Act is comprehensive one, intended to cover any action of the Management to put an end of the employment of an employee for any reasons whatsoever except if the case falls within the excepted categories in that section. In the instant case, as earlier stated, there is no action on the part of the Respondent-Management to put an end to the employment of the petitioner herein. But on the other hand, it is a voluntary abandonment of service by the Petitioner himself w.e.f. 3-1-1986. Therefore, it does not amount to retrenchment as defined under Section 2(oo) of the Act. The mandatory provisions contained in Section 25-F of the Act have to be followed by the Management only while effecting retrenchment of an employee. But as earlier stated, the termination of the petitioner herein does not amount to retrenchment under Section 2(oo) of the Act. Hence the provisions under Section 25-F of the Act have no application, even though the petitioner might have put in more than 240 days in a year as he had voluntarily abandoned the employment.

12. In the light of my above discussion, I hold on the point (1) that there is no termination of the services of the petitioner P. Anjaneyulu by the Respondent-Management and that the Petitioner P. Anjaneyulu himself voluntarily abandoned the services. The point is thus decided in favour of the Respondent-Management and against the Petitioner-workman.

13. Point (2) : This point relates to the relief to be granted to the Petitioner. In view of my findings on Point (1), that the petitioner P. Anjaneyulu himself voluntarily abandoned the services of the Respondent-Management and as there is no retrenchment as defined under Section 2(oo) of the Act, the Petitioner is not entitled for any relief under this reference.

14. In the result, an Award is passed stating that there is no termination of services of the petitioner P. Anjaneyulu by the Respondent-Management amounting to retrenchment under Section 2(oo) of the Act and that the Petitioner himself voluntarily abandoned the services of the Respondent-Management and that the Petitioner is not entitled for any relief under this reference. The reference is thus answered accordingly. The parties are directed to bear their costs.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 19th day of June, 1995.

#### A. HANUMANTHU, Industrial Tribunal-I APPENDIX OF EVIDENCE

Witnesses Examined on behalf of the Petitioner	Witnesses Examined on behalf of the Respondent :
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P.W 1 D. Anjaneyulu	M.W1 P. Mathaiah.
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Documents marked for the Petitioner :

Ex. W1 : List of working days particulars.

Ex. W2 : Certificate of Sri Anjaneyulu issued by Asst. Engineer, Micro Wave Project, Hyderabad.

Ex. W3 : List of working days of P. Anjaneyulu

Ex. W4 27-4-84 Certificate issued by the Asst. Engineer, Micro Wave Project, Hyderabad regarding the persons to work as watchmen at Micro Wave Station, Mahboobnagar.

Documents marked for the Respondent :

Ex. M1 : Muster Roll for the month of January, 1986 of Raichur (xerox copy).

नई दिल्ली, 27 सितम्बर, 1995

का आ. 2787—औद्योगिक विवाद सर्वनिश्चय, 1947 (1947 या 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मद्रास टेलीफोन मद्रास के प्रवर्धन के संबंध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, मद्रास के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-9-95 को प्राप्त हुआ था।

[संख्या एल-40012/97/91-आई आर (डी वू)]

बी. एन. डेविड, ईएफ अधिकारी

New Delhi, the 27th September, 1995

S.O. 2787.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Madras as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Madras Telephones Madras and their workmen, which was received by the Central Government on 27-9-95.

[No. L-40012/97/91-IR(DU)]

B. M. DAVID, Desk Officer.

#### ANNEXURE

#### BEFORE THE INDUSTRIAL TRIBUNAL, TAMIL NADU, MADRAS

Wednesday, the 30th day of August, 1995

Present:

THIRU N. SUBRAMANIAN, B.A. B.L.  
INDUSTRIAL TRIBUNAL

INDUSTRIAL DISPUTE NO. 72 OF 1991

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the Workman and the Management of Madras Telephones, Madras).

#### BETWEEN

Shri M. Govindaraj,  
No. 30, Tenth Cross Street,  
Trustpuram, Madras-600024.

#### AND

The Chief General Manager,  
Madras Telephones,  
78, Purasawalkam High Road,  
Madras-600010.

#### REFERENCE:

Order No. L-40012/97/91-IR(DU), dt.  
7-11-91, Ministry of Labour, Govt. of  
India, New Delhi.

This dispute coming on for final hearing on Thursday, the 24th day of August, 1995 upon perusing the reference, claim and counter statements and all other material papers on record and upon hearing the arguments of Tvl. S. Ayyathurai and G. Sivagnanam, Advocates appearing for the workman and of Thiru S. Seshadri, Central Govt. Pleader appearing for the Management and this dispute having stood over till this day for consideration, this Tribunal made the following.

#### AWARD

This reference has been made for adjudication of the following issue:

"Whether the termination of services of Shri M. Govindaraj, by the Manage-

ment of Madras Telephones is justified? If not, to what relief he is entitled to?"

2. The case of the petitioner-workman is as follows:

The petitioner joined the services of the respondent on 13-5-85. He was working in the office of the Assistant Engineer, Duct Cable Maintenance at the time of his termination. His service was continuous without any break. He was stopped from work without any notice on 17-9-86. He was orally informed at that time that he would be again called upon for appointment. Before terminating his services, the Management did not give any notice or any notice pay or compensation. After the termination of his services, the petitioner sent a letter to the Management requesting for reinstatement. But he did not receive any reply. Therefore, he raised a dispute before the Central Labour Commissioner (Madras). The Labour Commissioner submitted his failure report on 12-6-91. But the Govt. did not refer the dispute to the Tribunal. So, he filed a Writ petition No. 1399/91 in the High Court. After the order of the Hon'ble High Court, the Govt. referred the dispute for adjudication. The action of the Management not confirming the petitioner even after completion of 480 days of continuous service is arbitrary, illegal and unjust. Instead of confirming the petitioner in service, the Management terminated his service. The respondent is an industry and since the action of the respondent amount to retrenchment, permission should have been obtained from the authority concerned. Since the respondent has not complied with the provisions of Sec. 25-F of the I.D. Act, retrenchment is illegal. The petitioner understands that persons whose services were similarly terminated have got relief from the Central Administrative Tribunal, Madras. Hence the dispute has been raised.

3. The respondent filed his counter contending that the petitioner was engaged by the respondent as a casual labourer. He has worked for 302 days during 1985-86 and for 146 days during 1986-87. The petitioner was engaged purely on temporary basis. He was removed from work after the work was over. The petitioner has worked for 448 days during the years 1985—87. He was removed from work since there was no work. The Asst. Engineer (Duct Cable Maintenance) gave him one month notice prior to his removal. The respondent department is not an industry as described in the Act, Hence the dispute may be dismissed with costs.

4. Exs. W-1 to W-22 and 7-1 were marked with consent. Exs. M.2 to M.7 were marked through MW1. The arguments of both parties were heard.

5. The point for consideration is :

‘Whether the termination of the service of Shri M. Govindaraj, by the Management of Madras Telephones is justified. If not, what relief he is entitled to?’

6. The point: Admittedly, the petitioner-workman has joined duty as a casual labourer on 13-5-85. Ex. W-1 is the appointment order dated 23-4-85. Under Ex. W-2 he was directed to work under the Asst. Engineer (Duct Planning II), Madras Telephones. On 17-9-86 under Ex. W-4 his services were terminated. It is contended by the petitioner's counsel that before termination of service he was not served any notice. The petitioner was working from 1985 till his termination continuously for more than 240 days. The termination of the petitioner amounts to retrenchment and so one month notice u/s 25-F of the I.D. Act is to be given and the compensation also to be paid. Eventhough in the counter filed by the respondent it is stated that he Assistant Engineer gave one month notice before termination, the notice was not filed before this Tribunal. It is contended by the respondent's counsel that he was appointed only for a specific purpose of laying cable on a daily wage of Rs. 9.70. Since laying of cable work was over, his services were terminated. Therefore, there is no necessity for the respondent to give any notice. But it is seen from Ex. W-2 that petitioner was working in cable duct Maintenance department. The maintenance is a continuous work and not a seasonal work. Even in the appointment order Ex. W-1, there is no specific mentioned that he was appointed for laying of cable work in Madras Telephones. Therefore, the services of the petitioner was utilised for permanent job of maintaining the cable. Therefore, the contention of the respondent that the petitioner was appointed specifically for the purpose of laying cable work cannot be accepted. Further as per Ex. W-3, as per Office Memorandum, dt. 24-5-85, the casual workers recruited before the issue of these instructions may be considered for the regular appointment to Group D Positions in terms of General Instructions, even if they were recruited otherwise than through the Employment Exchange provided they are eligible for regular appointment in all other aspects. So, as per this memorandum casual labourers who were appointed prior to 24-5-85 has to be regularised to Group D Posts whether they were recruited through Employment Exchange or otherwise. The petitioner was appointed on 23.4.85 and he joined duty on 13-5-85 prior to the issue of memorandum. So, as per the Official memorandum this petitioner also has to be regularised in his service. On the other hand, the petitioner was removed from service without any notice stating that he was a casual labourer appointed only for laying of cable. Even in the termination order, no reason was stated. As per Ex. M.3, Clause C

if casual labourers had been recruited after 30-3-85 action may be taken to dispense with their services, after observing all necessary formalities such as notice period, compensation etc., Clause D says notice should be issued to such of those casual labourer immediately mentioning that their services will be terminated at the end of the 1 month notice. These formalities were also not followed by the department, in terminating the services of the petitioner. Further it is contended by the petitioner counsel that the other casual labourers who were appointed along with the petitioner and terminated from service by name Narasimhan filed a original Application 887/89 before the Central Administrative Tribunal, Madras. Ex. W-19 is the copy of the order of Central Administrative Tribunal. The Central Administrative Tribunal after considering the official memorandum Ex. W-3, observed that casual labourers has to be made permanent and their termination order is illegal. In the present case also, the petitioner was terminated without following the procedure laid down under Ex. W.3 and Sec. 25-F of the I.D. Act is illegal and non-est.

In the result, an award is passed directing the respondent to reinstate the petitioner in service with continuity of service and without backwages. No costs.

Dated, this the 30th day of August, 1995.

THIRU N. SUBRAMANIAN, Industrial Tribunal

#### WITNESS EXAMINED

For Workman:

W.W.1 : Thiru M. Govindaraj.

W.W.2 : Thiru M. Murugesan.

For Management:

M.W.1 : Thiru K. Balamadhavan.

#### DOCUMENTS MARKED

For Workman:

Ex. W-1|23-4-85 : Appointment order issued to the Workman Thiru M. Govindaraj, as Casual labourer (Xerox copy).

W-2|14-5-85 : Order of Assistant Engineer, DUCT Planning II, Madras Telephones, Madras-6 issued to the Workman (Xerox copy).

W-3|10-7-85 : Order of Management regarding regularisation of services of Casual Workers (Xerox copy).

W-4|17-9-86 : Order of termination issued to the Workman (Xerox copy).

W-5|8-10-86 : Application by the Workman demanding employment.

W-6|15-10-87 : —do—

- W-7|8-12-88 : Application by the workman demanding employment.
- W-8|26-12-88 : —do—
- W-9|24-2-89 : —do—
- W-10|24-3-89 : Application by the workman praying to regularise his services (copy).
- W-11|7-4-89 : Office order regarding regularisation of services of the workman.
- W-12|8-7-89 : Letter from the Workman to the Director (E), Ministry of Personnel PGL Pension, Govt. of India, New Delhi regarding regularisation of his services (copy).
- W-13|19-8-89 : Letter from the Workman to Hon'ble Minister of State, Union Government Ministry of Personnel, PG and Pensions, Ministry of Home Affairs, New Delhi.
- W-14|3-10-89 : Letter from the Workman to the Secretary, Department of Telecommunications, New Delhi.
- W-15|16-10-89 : Letter from the workman to the Area Manager, Telephone Exchange and Madras-6 (Xerox copy).
- W-16|19-12-89 : Letter from the Workman to the Secretary, Ministry of Personnel, Public Grievances, and Pension, New Delhi.
- W-17|17-2-90 : Letter from the Workman to Thiru A. Asirvadham, Circle Secretary, T.F.P.T.E. Class IV, Madras-14.
- W-18|27-8-90 : Letter from the workman to the Management praying to reinstate him in service (Xerox copy).
- W-19|6-3-90 : Order of Central Administrative Tribunal in O.A. Nos. 825, 826, 881 to 883 and 886 to 889/89 (Xerox copy).
- W-20|17-1-90 : Comments of Assistant General Manager (Admn) o/o Chief General Manager, Madras Telephones, in respect of 2A petition of the workman raised before the Assistant Labour Commissioner (C) I, Madras-6 (Xerox copy).
- W-21|26-3-91 : Reply statement filed by the workman before the Conciliation Officer.
- W-22|12-6-91 : Conciliation Failure Report.
- For Management:
- Ex. M.1|12-6-91 : Conciliation Failure Report (Xerox copy).
- M.2|4-6-85 : Circular of Assistant General Manager (A), (Xerox copy).

- M-3|1-5-87 : Circular of Deputy General Manager (A), (Xerox copy)
- M-4|7-9-89 : Circular of Deputy General Manager (A), (Xerox copy).
- M-5|16-9-91 : Circular of Deputy General Manager (A) (Xerox copy).
- M-6|19-3-91 : Circular from Assistant Engineer Duct Cable Maintenance Confirming the workman engaged as Casual labourer from 1-6-85 (Xerox copy).
- M-7|8-4-91 : Letter from Assistant Director General, Department of Telecommunications, STN Section, addressed to the Chief General Manager, Madras Telephones, Madras regarding non-availability of work (Xerox copy).

नई दिल्ली, 27 सितम्बर, 1995

का. अ. 2788—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जिना अभियन्ता, टेलीफोन के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारियों के बीच अन्तर्ध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, कोटा के पंचवट को प्रकाशित करती है, जो केन्द्रीय सरकार का 27-9-95 को प्राप्त हुआ था।

[संख्या एल-40012/128/92 आई आई (डी.यू.)]  
बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 27th September, 1995

S.O. 2788.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Kota as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Civil Engineer, Telecom and their workmen, which was received by the Central Government on 27-9-95.

[No. L-40012/128/92-IR(DU)]  
B. M. DAVID, Desk Officer

प्रबन्ध

न्यायाधीश, औद्योगिक न्यायाधिकरण (केन्द्रीय) कोटा/राज  
निर्देश प्रकरण क्रमांक ओ. न्या.-31/93  
दिनांक स्थापित : 26-10-93

प्रसंग : भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेश  
क्रमांक एल-40012/128/92-आई.आर. (डी.यू.)  
दिनांक 20-10-93

औद्योगिक विवाद अधिनियम, 1947

मध्य

नागूराम आरसज मोहनसिंह द्वारा दिनेश राय द्विवेदी  
117 प्रमाण नगर, दादाबाड़ी, कोटा ।

—प्रार्थी शमिक

उपस्थित

प्रतिपक्षी नियोजक, टेलीकाश (आर.ई.) वी-1, जॉर्जिंग  
सेक्टर जनकपुरी, नई दिल्ली ।

—प्रतिपक्षी नियोजक

उपस्थित

श्री आर.के. चाचान,

आर.एच.जे.एस.

प्रार्थी शमिक की ओर से प्रति- श्री डी.आर. द्विवेदी  
निधि

प्रतिपक्षी नियोजक की ओर से प्रति- श्री मी.वी.सोहन  
निधि :-

अधिनियम दिनांक 26-7-95

अधिनियम

भारत सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा निम्न  
निर्देश औद्योगिक विवाद अधिनियम, 1947 की धारा 10  
(1) (घ) व उपधारा (2-ए) के अन्तर्गत इस न्यायाधिकरण  
को अधिनियमार्थ सम्प्रेषित किया गया है ।

“Whether the action of the Telecom RE,  
in terminating the services of Sh. Nagu  
Ram S/o. Sh. Mohan Singh, labour at  
Sawai Madhopur w.e.f. 16-4-87 is legal  
and justified ? If not, to what relief the  
concerned workman is entitled and from  
what date ?”

2. निर्देश न्यायाधिकरण में प्राप्त होने पर दर्ज रजिस्टर  
किया गया व पक्षकारों को सूचना जारी की गयी जिस पर  
दोनों पक्षों ने अपनी-अपनी उपस्थिति दी ।

3. दोनों पक्षों के प्रतिनिधिमण उपस्थित हुए । प्रार्थी  
प्रतिनिधि द्वारा कोई हिदायत शमिक पक्ष न होना प्रकट  
किया गया । पक्षावली के अवलोकन से प्रकट होता है कि  
प्रार्थी की ओर से कोई क्लेम स्टेटमेन्ट भी प्रस्तुत नहीं किया  
गया है, हुए प्रकार इस प्रकरण में यह स्पष्ट प्रकट होता है  
कि प्रार्थी पक्ष को इस प्रकरण में कोई रुचि नहीं रही है  
अतः प्रकरण में “विवाद रहित अधिनियम” पारित किया  
जाता है ।

इस अधिनियम को सम्बन्धित सरकार को नियमानुसार  
प्रकाशनार्थ भिजवाया जावे ।

आर.के. चाचान, न्यायाधीश

नई दिल्ली, 27 मिनम्बर, 1995

का.आ. 2789 :—औद्योगिक विवाद अधिनियम, 1947  
(1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय

सरकार भारोपानी संयंत्र, अणुशक्ति कोटा, के प्रधानमंत्र  
के संबद्ध नियोजक की ओर उनके कर्मचारों का बीच, अणुशक्ति  
में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण कोटा  
के रजिस्ट्रार को प्रकाशन करती है, जो केन्द्रीय सरकार को  
27-9-95 को प्राप्त हुआ था ।

[संख्या एल-42011/8/91-आई.आर. (डी यू)]

बी एम डेविड, डेस्क अधिकारी

New Delhi, the 27th September, 1995

S.O. 2789.—In pursuance of Section 17 of the  
Industrial Disputes Act, 1947 (14 of 1947), the  
Central Government hereby publishes the award  
of the Industrial Tribunal Kota as shown in the  
Annexure, in the Industrial dispute between the  
employers in relation to the management of Heavy  
Water Project, Kota and their workmen, which  
was received by the Central Government on  
27-9-95.

[No. L-42011/8/91-IR(DU)]

B. M. DAVID, Desk Officer

अनुबन्ध

न्यायाधीश, औद्योगिक न्यायाधिकरण (केन्द्रीय) कोटा/राज  
निर्देश प्रकरण क्रमांक:ओ.न्या. (केन्द्रीय)-15/91

दिनांक स्थापित: 30/10/91

प्रमाण: भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेश

क्रमांक एल.42011/8/91-आई.आर. द्वि.बी.

दिनांक 24/10/91

औद्योगिक विवाद अधिनियम, 1947

मध्य

महामन्त्र, भारी पानी परियोजना, कर्मचारी संघ,  
रावलभाटा ।

—प्रार्थी यूनियन

उपस्थित

महाप्रबन्धक, भारी पानी संयंत्र, अणुशक्ति, कोटा ।

—प्रतिपक्षी नियोजक

उपस्थित

श्री आर.के. चाचान,

आर.एच.जे.एस.

प्रार्थी यूनियन की ओर से प्रतिनिधि:— श्री एन.के. निवासी  
प्रतिपक्षी नियोजक की ओर से प्रतिनिधि— श्री रमेशचन्द्र पचौली  
अधिनियम दिनांक: 2/8/95

अधिनियम

भारत सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा निम्न  
निर्देश औद्योगिक विवाद अधिनियम, 1947 (जिन नदुपरास्त  
“अधिनियम से सम्बोधित किया जावेगा) की धारा 10(1)

(घ) व उपधारा (2-ए) के अन्तर्गत इस न्यायाधिकरण की प्रतिनिधित्व अर्पण किया गया है:—

"Whether the demand raised by the Bhai Pant Pariyojana Karmachari Sangh that the Ministerial staff also should be provided with protective clothing is justified? If so what relief the workman are entitled to?"

2. निर्देश न्यायाधिकरण में प्राप्त होने पर दर्ज रजिस्टर किया गया व पक्षकारों को सूचना जारी की गयी। प्रार्थी यूनियन भारी पानी परियोजना कर्मचारी संघ, रावतभाटा के महासचिव द्वारा क्लेम स्टेटमेंट प्रस्तुत कर संक्षेप में तथ्य इस प्रकार अंकित किये गये हैं कि यह यूनियन महाप्रबन्धक, भारी पानी संयुक्त अणुशक्ति के यहां कार्यरत श्रमिकों का प्रतिनिधित्व करती है। आगे अंकित किया है कि प्रतिपक्षी द्वारा सुपरवाइजर्स व अधिकारीगण को प्रोटेक्टिव क्लोथिंग/यूनिफार्म व वॉशिंग एलाउन्स दिया जाता है परन्तु मंत्रालयिक स्टाफ के कर्मचारियों को यह सुविधा नहीं दी जा रही है। करीब सात सौ श्रमिकों व अधिकारियों में से मात्र 30 ऐसे कर्मचारी हैं जिनको यह सुविधा नहीं दी जा रही है और वे इस सुविधा से वंचित किये हुए हैं। यूनियन ने सहायक श्रमायुक्त (केन्द्रीय) कोटा के माध्यम से भी प्रतिपक्षी को यह सुविधा दिलाये जाने के संबंध में प्रार्थना की थी जिस पर प्रतिपक्षी भी ओर से वहां जवाब प्रस्तुत कर यह कहा गया कि मंत्रालयिक कर्मियों को यह सुविधा दिये जाने की प्रेक्টিस नहीं है। प्रार्थी यूनियन ने तुलनात्मक तालिका परिशिष्ट-1 तैयार की है। प्रतिपक्षी के यहां तकनीकी स्टाफ जो कम्प्यूटर पर कार्य करता है उन्हें भी प्रोटेक्टिव क्लोथिंग/यूनिफार्म की सुविधा दी जाती है। जबकि मंत्रालयिक स्टाफ के कर्मचारी भी कम्प्यूटर पर कार्य करते हैं तथा यदाकदा तकनीकी स्टाफ जिन कम्प्यूटर पर कार्य करते हैं, उन पर कार्य करने जाना होता है, परन्तु उन्हें यह सुविधा नहीं दी जाती। प्रतिपक्षी के यहां सुपरवाइजर्स व अधिकारीगण, जनरल मैनेजर आदि मणियों से सम्बन्धित कोई कार्य नहीं करने परन्तु उन्हें फिर भी यह सुविधा उपलब्ध है। इस प्रकार मंत्रालयिक कर्मचारियों के साथ भेदभाव का व्यवहार अपनाया हुआ है। अन्त में प्रार्थना की है कि 1600 रुपये से कम मूल वेतन प्राप्त करने वाले चाहे वो श्रमिक हों अथवा मंत्रालयिक कर्मचारी, उन्हें भी तकनीकी स्टाफ की तरह प्रोटेक्टिव क्लोथिंग/यूनिफार्म की सुविधा उपलब्ध करवाये जाने के आदेश प्रदान किये जावें।

3. प्रतिपक्षी नियोजक की ओर से जवाब में यह अंकित किया गया है कि प्रोटेक्टिव क्लोथिंग/यूनिफार्म सभी प्रबालन तथा अनुक्षण कर्मिकों, अर्थात् वैज्ञानिक तथा तकनीकी कर्मिकों (अभियंतारियों तथा कामगारों) को कार्य के आधार पर जारी किए जाते हैं जिसमें तकनीकी स्टाफ भी उनके कार्य निष्पादन पद्धति के कारण शामिल हैं। चूंकि अनुसन्धिवीय स्टाफ उपरोक्त आवश्यकता पूर्ण नहीं करते इसलिए उन्हें इस प्रकार के प्रोटेक्टिव क्लोथिंग/यूनिफार्म की आवश्यकता नहीं है। इस प्रकार प्रार्थी पक्ष का क्लेम खारिज किया जावे।

4. प्रार्थी पक्ष की ओर से रूपमित्र, एम्.के. पानीवाल के अणुशक्ति अखण्ड किये गये जिनके प्रतिपक्षी नियोजक प्रतिनिधि द्वारा जिरह की गयी है। प्रतिपक्षी नियोजक की ओर से कोई मौखिक साक्ष्य पेश नहीं की गयी है और केवल एक दस्तावेज प्रस्तुत किया है जिसमें प्रार्थीगण को भी मांग किया हुआ प्रोटेक्टिव क्लोथिंग देने का आदेश दिया गया है।

5. बहस दोनों पक्षों की मनी गयी व पताचली का अवलोकन किया गया। प्रार्थी पक्ष की ओर से प्रस्तुत गवाह रूपमित्र व एम्.के. पानीवाल की साक्ष्य तथा प्रतिपक्षी के द्वारा पेशणता दस्तावेज से यह तथ्य गली भांति प्रमाणित है कि प्रार्थी यूनियन की ओर से जिन प्रार्थीगण को प्रोटेक्टिव क्लोथिंग दिये जाने की मांग की है, उन्हें भी प्रोटेक्टिव क्लोथिंग दिखाया जाता न्यायोचित है और उन्हें प्रतिपक्षी विभाग द्वारा प्रसारित आदेश दिनांक 23 जून, 85 का जारी किया गया है, उसी के अनुसार प्रोटेक्टिव क्लोथिंग प्रतिपक्षी से दिलाये जाने के प्रादेश दिये जाने हैं।

6. उक्त सम्पूर्ण विवेचन के आधार पर भारत सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा सम्प्रेषित निर्देश को इस प्रकार उलटारि किया जाता है कि प्रार्थी यूनियन द्वारा जिन प्रार्थीगण को प्रोटेक्टिव क्लोथिंग दिलाये जाने की मांग की गयी है वह उचित मानी जाती है और वे प्रतिपक्षी द्वारा प्रसारित आदेश 23 जून, 85 के तहत प्रतिपक्षी से प्रोटेक्टिव क्लोथिंग प्राप्त करने के अधिकारी घोषित किये जाते हैं।

इस अधिनियम को समुचित सरकार को नियमानुसार प्रकाशनायक भिजवाया जावे।

आर.के. जावान, न्यायाधीश,

नई दिल्ली, 22 सितम्बर, 1995

का.आ. 2790.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुकरण में, केन्द्रीय सरकार उत्तर रेलवे, के प्रबन्धकों के संसद विरोधकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार का 21-9-95 को प्राप्त हुआ था।

[सं. एल-41012/75/92-आई.अर.वी.आई.]

पी.जे. माईकल, डेस्क अधिकारी

New Delhi, the 22nd September, 1995

S.O. 2790.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Uttar Railway and their workmen, which was received by the Central Government on the 21-9-95.

[No. L-41012/75/92-IRBI]

P. J. MICHAEL, Desk Officer

ANNEXURE  
BEFORE SRI B. K. SRIVASTAVA, PRESIDING  
OFFICER, CENTRAL GOVERNMENT INDUS-  
TRIAL TRIBUNAL-CUM-LABOUR COURT,  
PANDU NAGAR, DEOKI PALACE ROAD,  
KANPUR

Industrial Dispute No. 64 of 1994

In the matter of dispute

BETWEEN

President,

Rashtriya Chaturth Rail Mazdoor Congress,

2/236, Namnair Agra.

AND

Mandal Abhiyanta,  
Uttar Railway,  
Allahabad.

AWARD

1. Central Government, Ministry of Labour, New Delhi, vide its notification No. L-41012/75/92-L.R. (B-2) dated nil, has referred the following dispute for adjudication to the Tribunal:—

"Whether the demand of Rashtriya Chaturth Shreni Rail Mazdoor Congress that the following workmen be reinstated as justified?

S. No.	Name
1.	Shri Mukesh
2.	Sri Munni Lal.
3.	Smt. Shanti Devi.
4.	Smt. Mahadevi.

If so, to what relief the workmen are entitled?

2. There are two workmen and two workwomen in this case. In their claim statement they have given their respective date of appointment and date of termination viz.

Name	Date of Appointment	Date of termination
Mukesh	21-1-87	15-10-87
Munshi Lal	8-7-76	9-8-87
Smt. Shanti Devi	24-5-81	15-8-91
Smt. Mahadevi	1-5-85	15-8-91

It is alleged that all of them have worked for more than 120 days as such they have acquired temporary status consequently their services could not be dispensed without following rule of law.

3. Opposite party management have failed to put in appearance inspite of issuance of notices, hence case has proceeded ex parte against them.

4. In support of their claim Smt. Mahadevi has filed her affidavit by which she has proved the case of other concerned workmen. As her evidence is un rebutted, I accept it and hold that all the concerned workmen had acquired temporary status and

as such their services could not be terminated without observing rule of law.

5. Hence demand of the Union for reinstatement is justified and they are entitled for their reinstatement with full back wages.

6. I award accordingly.

B. K. SRIVASTAVA, Presiding Officer.

नई दिल्ली, 26 सितम्बर, 1995

का.आ. 2791 :—राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम-10 के उपनियम (4) के अनुसरण में केन्द्रीय सरकार मुश्किल आणविक (केन्द्रीय) का कार्यालय, अम संज्ञावा, नई दिल्ली प्रशासनिक नियंत्रणाधीन क्षेत्रीय आणविक (केन्द्रीय) का कार्यालय, अजमेर को पुनर्स्थापित अधिष्ठित करती है।

[म ई-1101/1/93-रा.भा.नि.]

आर के रंग, डी. सेक्री

New Delhi, the 26th September, 1995

S.O. 2791.—In pursuance of sub-rule (4) of Rule 10 of the Official Language (use for official purposes of the Union) Rules, 1976, the Central Government hereby notifies the Office of Regional Labour Commissioner (Central), Ajmer, an office under the administrative control of Chief Labour Commissioner (Central), Ministry of Labour, New Delhi.

[F. No. E-1101/1/93-RB.N.]

R. K. RANG, Dy. Secy.

नई दिल्ली, 27 सितम्बर, 1995

का.आ. 2792. —केन्द्रीय सरकार ने यह समाधान हो जाने पर कि लोकहित में ऐसा करना आवश्यक था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (ड) के उपखंड (6) के उपबंधों के अनुसरण में भारत सरकार के अम संज्ञावा की अधिनियम संख्या का.आ. 1069 दिनांक 3 अप्रैल, 1995 द्वारा पर्यटन उद्योग को उक्त अधिनियम के प्रयोगों के लिए, 30 अप्रैल, 1995 में छः मास की अवधि के लिए वापस उद्योगों सेवा बांझित किया था.

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त अवधि को छः मास की और अवधि के लिए बढ़ावा जाना आवश्यक है.

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (ड) के उपखंड (6) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, केन्द्रीय



सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 30 अक्टूबर, 1995 से छह मास की और कालावधि के लिए शोक उपयोगी सेवा घोषित करती है।

[फा.सं. एस-11017/10/85-डी-1(ए)]

एस. वेणुगोपालन, अवर सचिव

New Delhi, the 27th September, 1995

S.O. 2792.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provision of sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the Notification of the Government of India in the Ministry of Labour S.O. No. 1069 dated 3rd April, 1995, Uranium Industry to be a public utility service for the purposes of the said Act, for a period of six months, from the 30th April, 1995;

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purpose of the said Act, for a further period of six months from the 30th October, 1995.

[No. S-11017/10/85-D.I(A)]

S. VENUGOPALAN, Under Secy.

नई दिल्ली, 28 सितम्बर, 1995

का.आ. 2793. —औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कानारा बैंक के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक अधिकरण, नं.-1, बम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-9-95 को प्राप्त हुआ था।

[संख्या एल-12011/56/89डी-2 ए-आई आर बी 2]

पी.जे. माइकल, डेस्क अधिकारी

New Delhi, the 28th September, 1995

S.O. 2793.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No.1, Bombay as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Canara Bank and their workmen, which was received by the Central Government on 21-9-95.

[No. L-12011/56/89-D. 2A/IR(B-II)]

P. J. MICHAEL, Desk Officer

2415 0495-11.

ANNEXURE  
BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. 1, BOMBAY  
PRESENT :

Shri Justice R. S. Verma, Presiding Officer  
Reference No. CGIT-15 of 1990

PARTIES :

Employers in relation to the Management of  
Canara Bank.

AND

Their Workmen

APPEARANCES :

For the Management.—Shri R. S. Pai, Advocate

For the Workman.—Shri Vaidya, Advocate

INDUSTRY

Banking

STATE

: Maharashtra

Bombay, dated 12th September, 1995

AWARD

The appropriate Government has referred the following dispute to this Tribunal for adjudication,

“Whether the action of the management of Canara Bank in withholding the promotion order as Junior Officer of S/Shri D. S. Seghal and Nicholas D'Souza is justified? If not, to what relief are the concerned workmen entitled?”

2. Briefly stated the facts of this case are as follows :

“Shri D. S. Seghal and Nicholas D'Souza were working as clerks in the erstwhile Laxmi Commercial Bank Limited. It was a private sector commercial Bank. The clerical staff of the said Laxmi Commercial Bank was eligible for promotion to Officers' cadre. A meeting was held on 12-12-1993 between the representatives of the management of the said Laxmi Commercial Bank and representatives of the Laxmi Commercial Bank employee's Union Maharashtra where-in certain policy decisions had been taken.

3. Regarding promotion of clerical staff, following minutes of this settlement were recorded :

“4. Promotion of Clerical Staff.—The Union demanded promotion of Sr. Clerks to the cadre of Head Clerks/Officers. It was agreed that vacancies for the Officer will be assessed by Assistant General Manager, Central Zone Head Office New Delhi. The matter thereafter shall be referred to the Board”.

It appears that in pursuance of the aforesaid decision Assistant General Manager (Central Zone) the Laxmi Commercial Bank issued a letter dt. 27th January, 1984 which inter alia stated “in order to effect the promotion we need to comply seniority list of the clerical staff posted in the state of Maharashtra. You are as such advised to please send us name of clerical staff who have completed 4 years of uninterrupted service as on 31st of December, 1983 alongwith their qualification which they were possess as on 31st of December, 1983”.

4. It further appears that the manager, Fort Branch of the said Bank sent particulars of Shri D. S. Seghal to the Assistant General Manager, Central Zone, Head Office, New Delhi vide letter exhibit W-3 dt. 2-2-1984. The case of the Union is that likewise particulars of Shri D'Souza were also sent. General Secretary to the Union by his letter dt. 9-10-1984 exhibit W-4 inter alia requested the Chairman, Laxmi Commercial Bank Ltd. Head Office, New Delhi to promote Shri D. S. Seghal and Shri Nicholas D'Souza in pursuance of the policy decision already taken.

5. It appears that on 13th February, 1985 Chief Personnel Manager of Laxmi Commercial Bank wrote two similar letters exhibit W-5 to the Branch Managers at B. O. Fort Bombay and B. O. Koliwada, Bombay intimating that it has been decided to consider the cases of Shri D. S. Seghal and Shri Nicholas D'Souza for promotion concerned officers may be required to give their consent if they were willing to accept offer of promotion as Officers. The case of the Union is that both the clerks namely Shri D'Souza and Shri Seghal sent their options for doing the needful as evidenced by exhibit W-6, 7, 8, 9 and exhibit W-10.

6. It further appears that the personnel department of the Laxmi Commercial Bank Limited issued letters exhibit W-11 and exhibit W-12 dt. 24-5-1985. By exhibit W-11 it was stated that it has been decided to promote Shri D. S. Seghal with immediate effect as per Bank Rules and the concerned employee be informed accordingly. The Area Manager, Area Office Bombay was directed to post him in any of the Branches under his jurisdiction where there was requirement of Officer under intimation to the Personnel department. Similarly letter was issued in respect of Shri D'Souza exhibit W-12.

7. The case of the Union is that the Laxmi Commercial Bank was amalgamated with Canara Bank on 24-8-1985. Prior to such amalgamation Laxmi Commercial Bank Ltd. was declared under moratorium as per notification of Government of India dated 27-4-1985. The case of the Union further is that in spite of aforesaid action having taken in respect of two clerks regarding their promotions, the Canara Bank has been treating the two Officers as clerks even though both the clerks had been promoted w.e.f. 25-4-1985 as Officers. The case of the Union is that this action on the part of Bank amounted to reversion of Shri Seghal and Shri D'Souza from the post of Junior Officers to that of clerks. These reversions are not only improper but also illegal being in contravention of the agreement referred to earlier. The case of the Union is that Canara Bank was bound to treat the two workers of Officers w.e.f. 24-8-1985 and in not doing so the Bank has acted illegally and improperly. It was prayed that this Tribunal should hold the action of the Bank as unjustified and both the clerks should be allowed backwages w.e.f. 24-4-1985, treating them as Junior Officers. Canara Bank be directed to treat them as Officers in the Bank and to pay them w.e.f. 24-8-1985 emoluments payable to Officers.

8. Canara Bank has opposed the claim of the Union. It has seriously disputed the averment that Shri Seghal and D'Souza had been actually promoted as Officers. It submitted that under the terms and conditions of

service applicable to the employees of Laxmi Commercial Bank Limited prior to 27th April 1985 all their promotions were required to be approved by the Board of Directors of the said Bank. The alleged promotions of Shri Seghal and Shri D'Souza by Laxmi Commercial Bank Limited were not approved by the Board of Directors of the said Bank and as such had never been given effect to. It was further submitted that exhibit 11 and 12 issued on 25-4-1985 were without authority and hence were of no legal effect and significance. Moreover aforesaid purported promotions of the aforesaid two employees had been cancelled by the Board of Directors of the transferor Bank. It was pleaded that the Canara Bank had verified the facts and found that the claims made by the said two employees were erroneous and the record revealed that they were not promoted and their promotions had been specifically cancelled by the Board of Directors by passing appropriate resolution. Upon such pleadings, inter alia, the Bank prayed that the claim of the Union be dismissed with cost.

9. In view of the pleadings of the parties the short controversy which required to be adjudicated upon, is whether in fact Shri D. S. Seghal and D'Souza had been promoted by the Laxmi Commercial Bank Ltd. and they were entitled to backwages as Junior Officer from Canara Bank w.e.f. 24-8-1985 when the Laxmi Commercial Bank had been amalgamated with the Canara Bank. Incidentally it also requires to be seen whether the purported promotions of Shri D. S. Seghal and D'Souza had been cancelled by the Board of Directors of Laxmi Commercial Bank Limited.

10. The Union has filed affidavits of Shri D. S. Seghal and Nicholas D'Souza and Y. P. Vaidya in support of its case. Several documents have also been filed by the Union. On behalf of the management affidavit of Shri Rajkumar Oberoi have been filed and certain documents have also been placed on record.

11. I have heard Shri R. S. Pai, Advocate on behalf of the management. I did not have the benefit of hearing anybody on behalf of the Union because nobody cared to appear on behalf of the Union in spite of notice having been served.

12. Shri D. S. Seghal in his affidavit stated that Laxmi Commercial Bank by letter dt. 25th April 1985 had promoted him as a Junior Officer and he had started functioning the same day as an Officer at the Fort Branch, Bombay in which he was serving at that time. He has further stated that he continued to work as an Officer in the said Branch till the date of the Bank was taken over by Canara Bank. In his cross-examination he admitted that he was drawing clerical salary at the time of his alleged promotion and even after 25th of April he received the same salary and continued to draw the same salary after amalgamation with the Canara Bank. To the same effect are the affidavit and cross-examination of Shri D'Souza. Though both of them have asserted that they had been promoted as Officers yet both of them have admitted that they continued to receive the salary of a clerk. If in fact, they had been promoted as Officers in the Laxmi Bank as claimed, there is no reason why they should not have received emoluments payable to the Junior Officer. They have not explained this fact, Shri Vaidya has produced the

minutes of the meeting which were held on 12-2-1982 between the representatives of the management of the then Laxmi Commercial Bank and the representatives of the employees Union on that Bank. He has stated that process of promotion of Shri. D. S. Seghal and Shri D'Souza had taken place and he goes to say that consent of the two employees for promotion w.e.f. 25th April, 1985 had been taken. He has submitted that the process of promotion had commenced much before April 1985 but for the initial delay on the part of the Bank, the Officers would have been promoted much earlier. He has tried to say that the promotions of the two Officers should have taken place before April 1985 and promotions could not have been withheld. He is silent regarding the fact if purported promotions of the two employees had been put up before the Board of Directors of the Laxmi Commercial Bank. The minutes of the meeting dt. 12-12-1983, reproduced above conclude with the following statement "the matter thereafter shall be referred to the Board." It is thus clear that even according to the Bi-partite Settlement promotions of clerks as Officers had to be placed before Board. Neither Shri Y. P. Vaidya nor Shri D. S. Seghal or Nicholas D'Souza depose that the matter had been put before the Board of Directors of the Laxmi Commercial Bank, or concurrence to the promotions of Shri Seghal and Nicholas D'Souza had been accorded by the Board of Directors of the then Laxmi Commercial Bank Limited.

13. On behalf of the Union as many as 53 documents have been relied upon. I have carefully gone through all the documents placed on record and none of them indicates that promotions of Shri D. S. Seghal and Nicholas D'Souza had been placed before the Board of Directors of the Laxmi Commercial Bank and that such promotions had been approved by the aforesaid Board of Directors of the Laxmi Commercial Bank Ltd. I need not refer to these documents in details as they are silent on this material aspect. According to Bi-partite Settlement matter of promotion had to be referred to the Board of Directors and if some minor minion of the Laxmi Commercial Bank issued letter purporting to prompt the two Officials. It was incompetent and was of no validity and could not bind the management of the Canara Bank.

14. As against the above evidence there is affidavit of Shri Rajkumar Oberoy, who was at the relevant time an Officer in the Laxmi Commercial Bank, who is categorical on this aspect. He has stated that on 18th April, 1985, the Board of Directors of Laxmi Commercial Bank had passed a resolution totally prohibiting any appointment or any promotion by any Officer including the Chairman of the Bank after 18th April, 1985. He also deposed that on 29th April, 1985 the Laxmi Commercial Bank Ltd. had passed the resolution cancelling all appointments and promotions made in any cadre by any Officer including the Chairman. He has categorically stated that no promotion were given to Shri Seghal and Shri D'Souza and the letter written by the Chief Personnel Manager to the Area Manager of Laxmi

Commercial Bank Limited dated 25th of April 1985 was contrary to the said Board resolution and was thereafter invalid. He has further stated that no letters of promotion were issued to the workmen and the two workmen continued to work as clerks and were never promoted as Junior Officers. He has further stated that even after the amalgamation of Canara Bank these employees continued in their original posts in Laxmi Commercial Bank which they held prior to the amalgamation of the two Banks. In cross-examination he was referred to the documents mark 'X', 'X-1' & 'X-2' and he deposed that he did not know anything about them. These are documents written by the Area Manager, Area Office Bombay to Chief Personnel Manager of the Laxmi Commercial Bank Limited whereby it was desired to know the emoluments of Shri Nicholas D'Souza and Shri D. S. Seghal. I may state that these letters are neither here nor there, because they do not at all indicate that they had been issued with the concurrence or prior approval of the Board of Directors. As already stated certain letters written by some minor minions of the Laxmi Commercial Bank Ltd. could neither bind the Laxmi Commercial Bank Ltd. itself nor could they bind the successor Bank namely the Canara Bank. The documents and the oral evidence furnished on behalf of the workmen at best show that the process of promotion of Shri D. S. Seghal and Shri Nicholas D'Souza had been commenced and at a certain level it was stated that they were promoted. But this evidence does not indicate that the alleged promotions of Shri D. S. Seghal and Nicholas D'Souza were approved by the Board of Directors of the then Laxmi Commercial Bank as was obligatory according to the minutes of the Bi-partite Settlement exhibit W-1. Thus, the process of promotion remained inchoate and inconclusive.

15. It may be stated that the Laxmi Commercial Bank had been placed under moratorium and was eventually merged with the Canara Bank Limited. The Sr. Officers of the then Laxmi Commercial Bank may have been sympathetic towards Shri D. S. Seghal and Shri Nicholas D'Souza and it appears that in such a zeal the letter exhibit W-11 and exhibit W-12 dt. 25-4-1985 might have been issued. But to have any binding effect on the Laxmi Commercial Bank, these letters could have been issued only with the approval of the Board of Directors. Both these letters do not mention or even faintly suggest that the matter of promotion of these two clerks had been at all put before the Board of Directors and had been approved. The Board of Directors by way of abundant precaution passed a resolution specifically countermanding all promotions that might have been made by the Officers of the Bank including the promotions made even by the Chairman without approval of the Board. In view of this factual position, I am of the opinion, the Union has failed to establish that Shri D. S. Seghal and Nicholas D'Souza had been at all promoted as Junior Officer of the then Laxmi Commercial Bank. When it is so, there is no question of management of Canara Bank withholding the promotion order of D. S. Seghal and Nicholas D'Souza. Exhibit W-16 and Exhibit W-17 written by the management of Canara Bank to Shri D. S. Seghal and Nicholas D'Souza on 20th of August, 1986 make this position very very clear. I, therefore, find no

merit in the claim of the workmen and reject the same. Award is made accordingly. In the circumstances of the case, the parties shall bear their own costs. Parties be intimated of the Award and the Award be got published in accordance with law.

R. S. VERMA, Presiding Officer

नई दिल्ली, 28 सितम्बर, 1995

का.आ. 2794 :—खान अधिनियम, 1952 (1952 का 35) की धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार श्री जो.एल.

कान्ता राव को अगले आदेशों तक मुख्य खान निरीक्षक के अधीन खान निरीक्षक नियुक्त करती है।

उपमा श्रीवास्तव, अवर सचिव

[संख्या : ए-12025/8/91-आई.एस.एच.-I-II]

New Delhi, the 28th September, 1995

S.O. 2794.—In exercise of the powers conferred by sub-section (1) of Section 5 of the Mines Act, 1952 (35 of 1952) the Central Government hereby appoints Shri G. L. Kanta Rao as Inspector of Mines subordinate to the Chief Inspector of Mines, until further orders.

[No. A. 12025/8/91-ISH. I/II]

MS. UPMA SRIVASTAVA. Under Secy.